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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
HAMILTON FARMS DEVELOPMENT
SALT LAKE COUNTY, UTAH

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
HAMILTON FARMS DEVELOPMENT
SALT LAKE COUNTY, UTAH**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMILTON FARMS DEVELOPMENT is made this 29~~th~~ day of October, 2002, by FIELDSTONE PARTNERS, L.L.C., a Utah limited liability company ("Fieldstone") referred to herein as "Declarant".

RECITALS:

A. Fieldstone is the owner of certain real property (the "Initial Property") located in the City of Herriman, Salt Lake County, State of Utah, and more particularly described on Exhibit "A" hereto (the Initial Property). The Initial Property shall be known as the Hamilton Farms Development Phase I.

B. The Initial Property is part of a larger tract of real property consisting of the Initial Property, the Hamilton Farms Development Phase 2, the Hamilton Farms Development Phase 3, the Hamilton Farms Development Phase 4 and the Hamilton Farms Development Phase 5. The real property known as the Hamilton Farms Development Phase 2, Hamilton Farms Development Phase 3, the Hamilton Farms Development Phase 4 and the Hamilton Farms Development Phase 5 is referred to herein as the "Additional Property."

C. Pursuant to a written agreement dated August 27, 2001 with the Owners of the Additional Property, Fieldstone has certain rights to purchase the Additional Property.

D. Declarant intends to develop a residential subdivision on the Initial Property. Declarant will develop and convey all of the Lots within the Subdivision subject to certain protective covenants, conditions and restrictions all as set forth in this Declaration, and which are deemed to be covenants running with the land mutually burdening and benefiting each of the Lots within the Subdivision.

E. Declarant intends to develop the subdivision on the Initial Property and the Additional Property in phases, with the initial phase consisting of the Initial Property, and subsequent phases consisting of the Additional Property, in accordance with the preliminary plat attached hereto as Exhibit B. The Declarant reserves the right to subject the Additional Property to the terms and conditions of this Declaration at a later time. As used herein, the term "Property" shall refer to the Initial Property and such portion of the Additional Property as may be subject to the terms and conditions of this Declaration from time to time. The subdivision project on the Property will be known as "Hamilton Farms."

F. Declarant desires to provide for a homeowners association and an architectural review committee as organizations and forms for the enforcement of the covenants, conditions, and restrictions set forth herein.

G. Declarant has obtained approval for the subdivision of the Initial Property from the City of Herriman (the "City") pursuant to the Subdivision Plat for Hamilton Farms Planned Unit Development - Phase 1 recorded with the Office of the Salt Lake County Recorder on July 17, 2002, as Entry No. 8295843 and pursuant to the Hamilton Farms Planned Unit Development Preliminary Plan Development Standards and Guidelines attached hereto as Exhibit "C".

DECLARATION:

DECLARANT HEREBY DECLARES that all of the Lots within the Subdivision shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitudes set forth in this Declaration, all of which are created for the mutual benefit of the owners. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to protect and enhance the property values and aesthetic values of the Lots by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners. The covenants, conditions and restrictions are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots in the Subdivision to be located on the Property. The covenants, conditions and restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant or by any Owner.

Notwithstanding the foregoing, no provisions of this Declaration shall subject Declarant to review and approval of Improvements by the Architectural Review Committee set forth in Article III of this Declaration or shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of the Subdivision Improvements; (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City ordinances; (4) assignment of Declarant's rights under this Declaration in whole or in part to one or more persons intending to construct homes within the Subdivision; (5) retention of Declarant's rights with respect to subsequent phases of the Subdivision; (6) construction of any improvements, including homes, by Declarant as approved by the City; (7) access over any Lot for the installation of improvements; and (8) erection of permanent or temporary signs for use during the selling and marketing of the project.

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COVENANTS, CONDITIONS AND RESTRICTIONS:

ARTICLE I

DEFINITIONS

1. 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:

"Additional Improvements" shall mean Improvements other than those constructed by Declarant.

"Additional Property" shall mean the real property which is part of Hamilton Farms Development Phase 2, Phase 3, Phase 4 and Phase 5.

"Architectural Review Committee" shall mean the committee created under Article III of this declaration.

"Association" shall mean the Hamilton Farms Homeowners Association, whether incorporated or not, and as the context requires, the officers and directors of the Association.

"Bylaws" shall mean the bylaws of the Association as adopted and amended from time to time by the Association's Board of Trustees.

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

"Declarant" shall mean and refer to Fieldstone and any successor to in the ownership of Lots where ownership is conveyed in connection with a total or limited assignment and assumption of Declarant's rights and obligations under this Declaration.

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

"Design Guidelines" shall mean those requirements governing the architectural design of structures and the development of other improvements on the Property as are defined in the Hamilton Farms Planned Unit Development Preliminary Plan Development Standards and Guidelines, as set forth in the letter from the City's Planning Commission dated December 13, 2001, and attached hereto as Exhibit "D", and as may be adopted by the homeowners association.

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

"Family" shall mean one household of persons related to each other by blood, adoption or marriage, or one group of not more than five people not so related living together as a unit who maintain a common household.

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

"Lot" shall mean any numbered building Lot shown on any official plat of all or a portion of the Subdivision.

"Owner" shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.

"Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

"Plat" shall mean the official subdivision plat of the Hamilton Farms Development as approved by the City and recorded in the office of the Salt Lake County Recorder, as it may be amended from time to time.

"Property" shall have the meaning set forth in the recitals.

"PUD" shall mean the Hamilton Farms Planned Unit Development Preliminary Plan Development Standards and Guidelines approved by the City and attached hereto as Exhibit C.

"Subdivision" shall mean all phases of the Hamilton Farms Development and all Lots, Common Areas, and other property within the Subdivision as shown on the Plats covering the Entire Property.

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

"Trustees" shall mean the duly elected and acting Board of Trustees of the Association.

ARTICLE II

HOMEOWNERS ASSOCIATION

2. To effectively enforce these Covenants, the Declarant has created, or will create, a Utah non-profit corporation called the Hamilton Farms Homeowners Association. The Association shall be comprised of the Owners within the Subdivision, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of these covenants. Membership in the Association is deemed an appurtenance to the Lot, and is transferable only in conjunction with the transfer of title to the Lot. The Association shall have and exercise, as necessary, the following powers:

2.1 Enforcement Powers. The Association shall have the power to enforce these covenants by actions in law or equity brought in its own name, the power to retain professional services needed for the enforcement of these covenants and to incur expenses for that purpose. The officers of the Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of these Covenants. The Trustees of the Association shall have the exclusive right to initiate enforcement actions in the name of the Association, however, this shall not limit the individual rights of Owners to personally enforce these Covenants in their own name. The Association may appear and represent the interests of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may also appear individually.

2.2 Assessments. Except as provided in 2.2.1, the Association has the power to levy assessments against each Lot as necessary to carry out these functions. All assessments will be equal on all Lots, whether vacant or improved. Assessments will be made annually but shall be paid in equal monthly installments and shall be made to meet the anticipated and recurring costs, expenses and other expenditures of the Association including, but not limited to costs of common area maintenance, the costs of reimbursement of expenses incurred by the Trustees and Architectural Review Committee in performance of their obligations, the costs of complying with and enforcing rights under these covenants, acquisition of liability insurance, working capital, and contingency reserves. Notice of the assessment and the proposed amount of the annual assessment will be given in advance along with the notice of the annual meeting of the Association, provided that the amount of the proposed assessment may be increased or decreased at the meeting in which it is approved by the Owners. The Association may also levy special assessments to cover unanticipated expenses or shortfalls. No special assessment will be levied without approval of a majority of the votes held by a quorum of the Owners (as defined in 2.7) in attendance in person or by proxy at a meeting called for that purpose.

2.2.1 Assessments on Lots Owned by Declarant. No assessments shall be levied against Lots owned by Declarant that do not have a completed Dwelling. Assessments levied against Lots owned by Declarant that have a completed Dwelling shall not include any portion of costs incurred for management and administration of the Association or for reserves for capital repairs, replacements, or improvements.

2.3 Assessments Constitute Lien, Mortgagee Protection. Any validly imposed assessment by the Association shall constitute a lien against the Lots in the Subdivision. The Association shall have the right to foreclose on that lien under the procedures available for the foreclosure of mortgages in the state of Utah when any assessment remains unpaid for a period of more than 90 days from the date the assessment was levied. Alternatively, if the lien is not foreclosed upon, it may be renewed from year to year by recording a new notice of the lien, together with accumulated interest. The lien of the Association against any Lot shall have priority from the date that the first Notice of Lien on a specific Lot is recorded in the office of the Salt Lake County Recorder, and is subordinate to any previously recorded liens or encumbrances filed against that Lot, specifically including any purchase money mortgage or trust deed. Notwithstanding the lien rights of the Association, the obligation to pay any assessments is a personal obligation of the Owner of each Lot, and the Association may proceed to collect against the Owner, or the prior Owner of any Lot (in the event of a sale) without any obligation to first take recourse against the Lot and Improvements to which the Lien has been attached. The legal and administrative costs of any foreclosure or non-judicial proceeding, interest on all amounts due and owing, and all late fees shall be added to the assessment amount past due and shall constitute part of the assessment. Interest shall be charged on all assessments at a rate of 1.5% per month, beginning 15 days after such amount is due. In addition, a late fee of 5% shall be charged for each assessment installment paid 15 days or more after the installment is due. No Mortgagee or Beneficiary under a Trust Deed who takes title by foreclosure or non-judicial sale, or accepts a deed in lieu of foreclosure or non-judicial sale, shall be held liable for the unpaid assessments of the Owner whose Lot was acquired by the Mortgagee or Beneficiary under a Trust Deed. However, all other successor Owners shall be deemed to assume the obligation to pay unpaid assessments on the Lot.

2.4 Statement of Account. Any Owner may request the Association to provide a statement of his account to any lender or prospective buyer of that Lot showing the assessments to be paid in full, or the amounts of any past due assessments. The buyer or lender for whom such a statement was prepared will be entitled to rely on its accuracy, and will not be held liable for any amounts not shown on the statement.

2.5 Indemnity of Association Trustees and Officers. The Association will indemnify the officers, agents and Trustees of the Association against any and all claims arising against them personally, which are a result of the good faith exercise of the powers, duties and responsibilities of their office under this Declaration.

2.6 Election. The Association shall have two classes of membership. Declarant shall be the only Class A member and shall be entitled to cast 3 votes for each Lot it owns in the election of Trustees and for any other matter that is presented to the Association. All other Owners shall be Class B members and shall be entitled to cast one vote for each Lot he or she owns in the election of Trustees and for any other matter that is presented to the Association. In the case of a Lot with multiple Owners, the Owners will agree among themselves how the vote applicable to that Lot will be cast, and if no agreement can be reached, no vote will be received from that Lot. Any of the multiple Owners appearing at the meeting in person or by proxy is deemed to be acting with proper authority for all of the other Owners of that Lot unless the other Owners are also present or have filed written objections to that Owner's representation of the other Owners of the Lot in question.

2.7 Notice of Election, Notice of Meeting. Unless otherwise provided in the Bylaws of the Association, notice of any meeting for the election of members to the Board of Trustees or for any other purpose shall be sent to the Owners at their last known address (which may be determined from the most recent property tax assessment if no other address is known). Notice will be mailed not less than 30 days, nor more than 60 days in advance of the meeting. Any notice will state the purpose of the meeting, and the time, date and place of meeting. At any such meeting, a quorum will exist of Owners holding 51% of the total voting power within the Association are present, and notice was properly given. Those present at the meeting may vote to continue the meeting to any date within 30 days. Notice of the continued meeting will be given by mail, and at the subsequent continued meeting, a quorum will consist of those members present. The Chairman of the Board of Trustees will give notice of any meetings, and will chair meetings of the Owners.

2.8. Special Meeting. When circumstances warrant, a special meeting of the Owners may be called as provided in the Bylaws. No business may be conducted at a special meeting without a full quorum of the Owners (as defined in 2.7) being present in person or by written proxy.

2.9. Number of Trustees, Term of Office. Unless otherwise provided in the Bylaws of the Association, there shall be three (3) members of the Board of Trustees, who will serve for terms of three years, or until their successors have been elected. At such time as the first Board of Trustees is named, whether by appointment by the Declarant or by election from among the Owners, the Trustees will draw lots to divide themselves into terms of one, two and three years. Members of the Board of Trustees may serve consecutive terms.

ARTICLE III

ARCHITECTURAL REVIEW COMMITTEE

3. It is the intention and purpose of these covenants, conditions and restrictions to allow the Architectural Review Committee (1) to enforce the architectural requirements of the PUD, attached hereto as Exhibit C and (2) to impose construction rules on construction other than that performed by Declarant. To accomplish this goal, the Declarant hereby establishes the Architectural Review Committee, which is empowered to develop and enforce the Design Guidelines. However, Declarant shall not be subject to any review and/or approval by the Architectural Review Committee.

3.1 Architectural Review Committee Created. The Architectural Review Committee will consist of three Owners, at least two of whom shall be members of the Board of Trustees of the Association. The initial committee will consist of three people appointed by the Declarant, who do not need to be Owners. At the time 225 Lots are sold to persons other than the Declarant, one member of the Committee will be elected from the Board of Trustees, other than a representative of the Declarant. At the time that 350 Lots are sold to persons other than the Declarant, two members of the Committee will be elected by the Owners from the Board of Trustees. At the time all Lots are sold to persons other than the Declarant, all of the members of the Architectural Committee will be elected by the Owners. Until such time as all Lots have been sold to persons other than the Declarant, Declarant shall have the right and power to veto any action undertaken by the Architectural Review Committee. The Homeowners Association shall use its enforcement powers to ensure that the Architectural Review Committee's actions result in buildings which are consistent with the Design Guidelines.

3.2 Approval by Committee Required. No Owner other than Declarant shall construct, erect or install Additional Improvements of any kind, including without limitation the construction of any Dwelling, garage, out-building, parking area, driveway, , or other hard surfaced area in excess of 200 square feet, swimming pools, outdoor hot tubs or spas, walls, patio structures, gazebos, poles, satellite dishes or antenna, solar panels, or any other permanent structure in the Subdivision without the prior consent of the Architectural Review Committee. Approval of the committee will be sought in the following manner:

(a) Plans Submitted. Plans for the construction of any Additional Improvements must be submitted to the committee for review. It is recommended that a preliminary plan be submitted before the expense of final drawings is incurred. The plan must be in sufficient detail to show the location on the Lot of the exterior walls of a Dwelling (where applicable) and all other structures to be built with it; detailed drawings of all elevations of all proposed buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior siding and roofing materials and/or a sample, including color samples; and a landscape plan showing the location of landscaped areas, driveways, walkways, patios, decks and other hard surfaced or irrigated

areas and the areas to be disturbed by construction and the means of restoring those areas. In the case of an addition or modification of an existing Dwelling, the Committee may waive any of the foregoing if it feels are unnecessary to its review of the remodel or addition.

(b) Review Fee. The applicant will pay a review fee to the Committee in an amount necessary to cover the costs of review and the administration of the program in an amount to be established from time to time by the Architectural Review Committee. The initial review fee shall be \$100 for each new Dwelling, \$50 for each addition or remodel, or \$25 for construction that makes no structural changes. In addition, the Architectural Committee may assess a fee for the professional review of the plans in accordance with the provisions of 3.5 below. The primary purpose of the fee is to document the date of submission, but the Committee may also use the proceeds to pay for its expenses in reviewing the plans and giving notice of meetings. No fee will be accepted until the Chairman of the Architectural Committee considers the submission complete.

(c) Review. Within 30 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 the Declaration and the standards developed by the Committee. 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, without fee, 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, which shall be left with the Committee. No construction that is not in strict compliance with the plans approved will be permitted.

(d) Written Record. The Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years. The Committee will also provide evidence of this approval for the City if requested by the Owners.

(e) Failure to Act. If the Committee has not approved or rejected any submission within 30 days after payment of the review fee and submission of complete plans, the submission is deemed to have been approved.

3.3 Variations. Variations to the design standards contained in this Declaration may be granted by the Trustees when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. Each such variance must be approved by a majority of the Trustees. The granting of a variance shall not operate to waive or to render unenforceable any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and the provisions and circumstances covered by the variance, nor shall the granting of a variance be

deemed to set a precedent with respect to any subsequent requests for variances. The Trustees shall not delegate to any single member or group of members or to any other person the power to grant variances pursuant to this Section 3.4. No variance shall be granted if that variance has the effect of modifying applicable City zoning or building code regulations or the PUD. Any request for variance must be in writing and specify the variance requested and the reasons for such variance. A request for variance shall be reviewed by the Trustees within 30 business days after the Association's receipt of a written request for same. The Trustees shall provide written notification of approval or disapproval. Notification of disapproval shall include a reasonably detailed explanation of the reasons for such disapproval. In the event that the Trustees shall fail to act within the 30-day period, the requested variance shall be deemed disapproved, and within 15 days from said date the Trustees shall provide written notification of the reasons for such disapproval.

3.4 Costs of Professional Review. The Committee may engage the services of an architect, or civil or structural engineer to assist in its review of any proposed Additional Improvements on a case-by-case basis or may elect to require the review of a design professional for every application. All costs of such additional review will be paid by the Applicant, provided, however, that no architect or engineer will be hired without advance notice to the Applicant of the intention to hire a review architect or engineer and the estimated cost of that review. The costs of such review must be paid by the applicant prior to the commencement of any review. If the applicant does not withdraw the proposal within five days after receipt of that notice, he is deemed to have consented to the Committee retaining such professional assistance. Whenever the Committee retains outside professional services in its review, the reviewing architect or engineer is acting only in an advisory capacity, and all Owners and the applicant, for himself and his successors and assigns, waive any and all claims against the Committee in the event that advice from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary, or inappropriate to the circumstances.

3.5 General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of the Design Guidelines and 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.

3.6 Declarant, Trustees and Committee not Liable. The Declarant, the Trustees, and the Committee and its members shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted to the Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant or Committee as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has the right to enforce these covenants against every other Owner, and may seek independent redress against any other Owner for violation of any covenant.

3.7 Limitations on Review. The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no authority over any Improvements by Declarant the enforcement of building codes, zoning ordinances, the PUD 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. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Committee prior to construction.

3.8 City Approval. The powers and approvals of the Architectural Review Committee shall be subject to the powers and necessary approvals of the City.

3.9 Construction Rules. Other than construction performed by the Declarant, with regard to any construction project affecting the exterior of any Dwelling and any construction of Dwellings, the Architectural Review Committee may impose reasonable rules and regulations to minimize the inconvenience to adjoining Owners during the period of construction. The Committee may impose rules requiring pre-construction conferences and regulations regarding portable offices and trailers, construction debris removal, construction area appearance, sanitary facilities, construction parking and vehicles, construction signs, hours of work, soil conservation and dust, removal of mud, and duration of construction.

ARTICLE IV

RESTRICTIONS ON ALL LOTS

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

4.1 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 PUD any other statute, law, or ordinance.

4.2 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 at any time.

4.3 Business or Commercial Uses. Owners shall only conduct those activities permitted by the PUD and all City zoning.

4.4 Restrictions on Signs. No signs will be permitted on any Lot except as allowed by the PUD or applicable City zoning regulations.

4.5 Additional Improvements. No Additional Improvements shall be constructed on any Lot unless such Additional Improvement conforms with all applicable building requirements and other requirements of the City and in conformance with Article III of this Declaration.

4.6 No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot.

4.7 Number of Dwellings. Only one Dwelling may be constructed on any Lot. If a Lot is one-half (½) acre in size or greater, an Owner may construct and maintain a barn (subject to the provisions of Article III of this Declaration) for purposes of shelter and/or care of horses. No other outbuilding or habitable structure may be permitted on any Lot except as allowed by the PUD and applicable City zoning regulations. Each Dwelling shall have an attached garage for at least two (2) cars.

4.8 Erosion Control. Each owner in Hamilton Farms shall be responsible to insure that no erosion or water drainage shall take place from his Lot which may adversely affect neighboring properties and/or roads.

4.9 Fences. Perimeter fencing of Lots shall be permitted within the Subdivision consistent with the Design Guidelines. Interior fencing, screens, or walls which are associated or connected with a building are permitted if they are of such design materials, locations, and heights, as may be approved by the Architectural Review Committee and in conformance with the PUD. Owners shall maintain in good repair, and shall not modify in any way other than repair, fencing installed by Declarant.

4.10 Residence Siting. Placement of the residence and garage to be constructed on any Lot by any Owner shall conform to the Design Guidelines and any applicable zoning requirements of the City.

4.11 Materials and Colors. All materials and colors shall conform with the conditions of the PUD.

4.12 Construction Materials and Lot Size. All Lots, together with materials and colors used on improvements thereto, shall conform with the conditions of the PUD.

4.13 Antennas. All antennas must be enclosed within the residence. Any satellite dishes must be no larger than 36 inches in diameter and located and screened in a manner so that they are not highly visible from any adjoining Lot or the road fronting the Lot.

4.14 Solar Panels. Solar panels will be permitted only with the consent of the Architectural Review Committee, and if permitted, must lie flat against the roof and may not differ in pitch from the roof surface on which they are mounted.

4.15 Balconies and Decks. The construction of any balcony or deck that is more than twenty-four inches (24") above the surface of the Lot by any owner other than Declarant must be approved by the Architectural Review Committee. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material unless the area under the deck is enclosed.

4.16 Landscaping. Except for any landscaping or irrigation constructed by Declarant, a complete landscaping and irrigation plan (showing landscaping layout and proposed plantings) shall be submitted to the Architectural Review Committee for their files (however, no approval for such landscaping from the Architectural Review Committee is required). All areas of the Lot damaged by construction must be revegetated under an approved plan. Landscaping plans shall be submitted with the overall site plan for improvements on each Lot. Retention or incorporation of natural vegetation is encouraged.

(a) Landscaping Required. Within six (6) months following an Owner's purchase of a Lot from Declarant, but in no event later than the summer immediately following an Owner's purchase of a Lot from Declarant, each Owner is required to landscape his Lot.

(b) Drought Tolerant Plants Recommended. The use of drought tolerant species of grasses, shrubs and trees is strongly recommended.

4.17 Entry Gates. Individual entry gates to Lots will not be allowed except on Lots which are one-half (½) acre or larger. Any entry gate must be reviewed and approved by the Architectural Review Committee and the City.

4.18 Kennels and Dog Runs. No kennel or dog run may be placed closer than fifty feet (50') to any residence other than that of the Owner of the kennel and shall be completely screened from the view of all adjoining Lots.

4.19 No Re-Subdivision. No Lot may be re-subdivided without the consent of the Architectural Review Committee and the City. No re-subdivision of any Lot may result in the construction of any additional Dwelling Units within the Subdivision.

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

4.21 Animals. Only ordinary household pets and horses (to the extent permitted by City ordinances) may be kept on any Lot. Each Owner shall be responsible for preventing pets from entering the Common Areas and Lots owned by other Owners. No horses shall be kept on any Lots which are smaller than one half (1/2) acre in size.

4.22 Underground Utilities. All new 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.

4.23 Service Yards. There shall be no clothes lines, service yards, or storage yards.

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

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

4.26 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, or 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 fireworks, and setting open fires (other than properly supervised and contained barbecues).

4.27 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any Dwelling unit or addition); open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that it is visible from any other Lot or any public street.

Boats, campers, camper shells, and other recreational vehicles may be parked and/or stored on a lot if it is surrounded by a six foot (6') privacy fence.

4.28 No Annoying Lights. Any outdoor lighting shall be subject to approval by the Architectural Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit 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.

4.29 No Annoying Sounds. No speakers, or other noise making devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoyingly loud from adjoining Lots, except for security or fire alarms.

4.30 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.

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

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

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

4.34 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast", or other uses for providing accommodations to travelers. No lease of any Dwelling on a Lot shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.

4.35 Street Tree Preservation. No street tree installed by Declarant shall be altered or removed, and Owners are required to maintain all street trees on their Lots in good condition and replace any dead or diseased trees with the same size and species of tree installed by Declarant. In the event Declarant has not installed a street tree, the Owner shall install at least one (1) street tree per Lot within six (6) months after Owner purchases a Lot from Declarant.

4.36 Equestrian Fence Preservation. No Owner shall remove, destroy and/or alter the three-rail white vinyl equestrian fencing installed along 6400 West and Rose Canyon Road within the Subdivision.

ARTICLE V

OWNERS' MAINTENANCE OBLIGATIONS

5. It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision:

5.1 Duty to Maintain. It is the obligation of the Owner of each Lot to maintain his Lot and the Improvements to the Lot in a good state of repair and an attractive, safe, and healthy condition.

5.2 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the

Architectural Committee and conform to the PUD. No subsequent exterior alterations, improvements or remodeling, whether structural or siding or trim or other exterior materials will be made which do not conform with the Design Guidelines. If an Owner wishes to change to a paint color which does not conform with the Design Guidelines, the Owner shall seek approval from the Architectural Review Committee for such change.

5.3 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Architectural Review Committee, provided however that alterations or deviations from the originally approved plans will require review by the Architectural Review Committee for conformity with applicable City and PUD regulations. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the Architectural Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which does remain un-repaired after 90 days following the occurrence of damage is deemed a nuisance.

ARTICLE VI

GENERAL PROVISIONS

6. The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

6.1 Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by any other Owner.

6.2 Remedies.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot) or by any other Owner. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorneys fees and costs of court.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and

ordinances for the abatement of nuisances, health and safety, or other matters. These covenants are to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the covenants contained in this Declaration in the future or against other similar violations.

6.3 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

6.4 Limited Liability. Neither the Declarant nor the Architectural Committee or its individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

6.5 Amendment. At any time while this Declaration is in effect, the provisions of this Declaration may be amended upon approval of 75% of the Owners of the Lots and with the consent of the Declarant (so long as Declarant remains an owner of any Lot). Any amendment must be in writing. No such amendment will be binding upon the holder of any mortgage or trust deed holder joins in the amendment.

6.6 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions and restrictions against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

6.7 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

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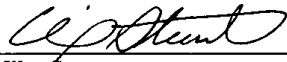
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6.8 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform development within the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

Executed on the date stated above.

**FIELDSTONE PARTNERS, L.L.C., A UTAH
LIMITED LIABILITY COMPANY**

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

By: 
**Mike Stewart
Division President of Fieldstone
Communities, Inc.**

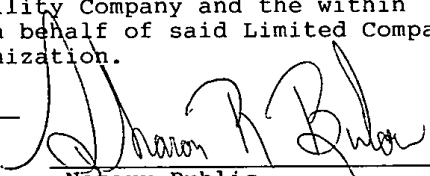
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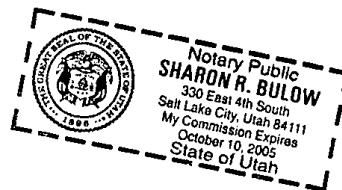
STATE OF UTAH
COUNTY OF SALT LAKE

On the 23rd day of October, 2002 personally appeared before me Mike Stewart, who by me duly sworn did say that he the said Mike Stewart is the Division President of Fieldstone Communities, Inc. a California Corporation and said Mike Stewart signed in behalf of the corporation and that the said Corporation is a manager/member of Fieldstone Partners, L.L.C., a Utah Limited Liability Company and the within and foregoing instrument was signed on behalf of said Limited Company by authority of it's Articles of Organization.

My commission expires: 10/10/05

Residing in Salt Lake County, Utah


Notary Public



BK8725PG3972

EXHIBIT A

SURVEYOR'S CERTIFICATE

I, David E. Hawkes, do hereby certify that I am a Professional Land Surveyor, and that I hold certificate No. 356548 as prescribed under laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as

HAMILTON FARMS P.U.D. PHASE 1

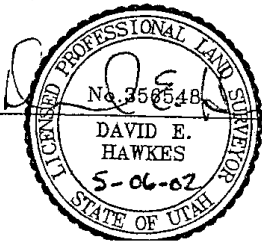
and that the same has been correctly surveyed and staked on the ground as shown on this plat.

LEGAL DESCRIPTION

A parcel of land lying and situate in the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian, Herriman City, Salt Lake County, Utah. Comprising 24.71 acres (1,076,419 sq. ft.) out of that particular remainder parcel owned in fee simple by Ralph Hamilton and Sons Company, Inc., known as Parcel Number 32-03-426-001 of the Salt Lake County Records. Basis of Bearing for subject parcel being SOUTH 2690.06 feet (measured) (South 00°03'21" West 2690.07 feet per Salt Lake County A.R.P.) along the East line of the Northeast Quarter of said Section 3. Subject parcel being more particularly described as follows:

Beginning at the Southeast corner of that particular parcel of land transferred to the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTERDAY SAINTS by that certain Warranty Deed recorded as Entry Number 8021737, in Book 8508, at Pages 3459-3460 and shown on that certain Record of Survey certified by Keith R. Russell, P.L.S. 164386, filed as Survey Number S00-12-0896 in the office of the Salt Lake County Surveyor and at a point on the East line of said Southeast Quarter Section, said point being located South 00°00'26" East 165.57 feet (South 00°03'11" West per said Survey and Salt Lake County A.R.P.) from the Salt Lake County brass cap well monument monumentalizing the East Quarter corner of said Section 3; Thence South 00°00'26" East 297.43 feet coincident with the East line of said Southeast Quarter Section to a point on the Northerly Right of Way of a 4 Rod (66.00 foot) wide County Road; Thence South 70°19'33" West 1373.37 feet (South 70°20' West per that certain deed recorded as Entry Number 949771, in Book 341 at Pages 522-523 of the Salt Lake County Records) coincident with the North line of said Right of Way; Thence North 00°06'23" West 1126.72 feet coincident with the Easterly line of that particular parcel of land transferred to Lowell W. Hamilton Properties, L.C. by that certain Warranty Deed recorded as Entry Number 7927923, in Book 8470, at Pages 6142-6143 of the Salt Lake County Records (NORTH 1679.83 per said Deed); Thence North 89° 53'37" East 110.00 feet; Thence North 00°06'23" West 69.00 feet; Thence North 89° 53'37" East 27.00 feet; Thence North 00°06'23" West 72.31 feet; Thence North 82°54'09" East 30.95 feet to a point of intersection with the prolongation of the North line of the Madsen Estates Subdivision recorded as Entry Number 6513533, in Book 96-11P, at Page 387 of said County Records; Thence South 89°57'34" East 659.18 feet to the Northwest corner of said Madsen Estates; Thence SOUTH 100.00 feet coincident with the West line of said subdivision to a point on the North line of said "L.D.S. Church" parcel; Thence the following 3 (three) courses coincident with the North, West and South boundary lines of said parcel (1) North 89°57'34" West 31.40 feet (North 89°54'13" East per deed); (2) SOUTH 411.50 feet (South 00°03'21" East per deed); (3) South 89°57'34" East 500.02 feet (South 89°54'13" East 500.01 feet per deed) to the point of beginning.

TAXED NO. 32-03-426-020-
426-001

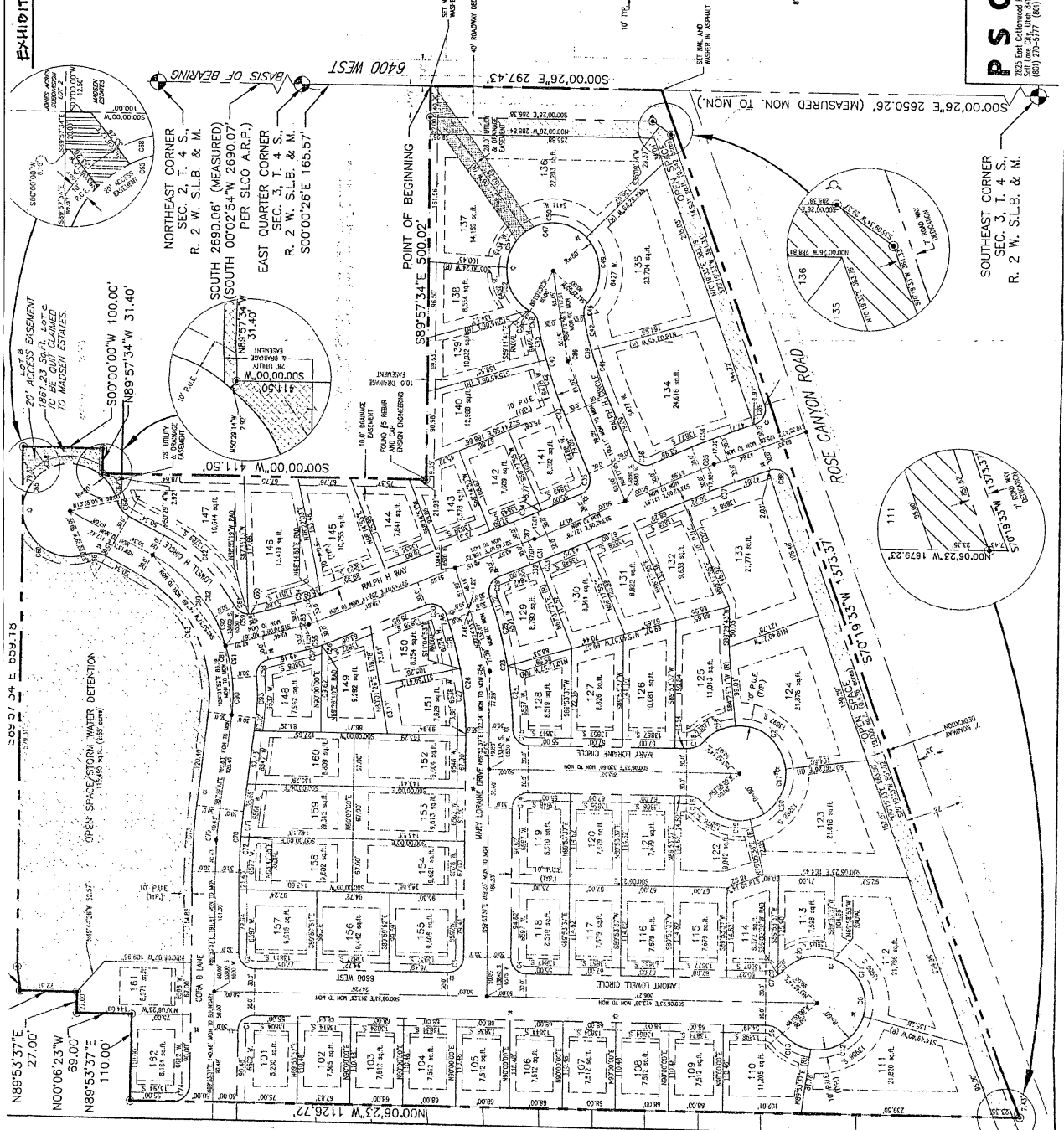
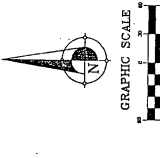


BK 8725 PG 3973

EXHIBIT A

- PRE-EXISTING
- STREET LIGHT
- TO BE WORKED
- TO BE CONSIDERED
- BOUNDARY CORNER AS BEARS
- BOUNDARY CORNER AS SHOWN
- BOUNDARY SET BACK
- PAVE
- OPEN SPACE/RETENTION
- UTILITY EASEMENT
- ACCESS EASEMENT

NOTES:
 1. ALL BEARS WITH PLASTIC CAP STAMPED PROPERTY CORNERS.
 2. ALL BEARS WITH PLASTIC CAP STAMPED PROPERTY CORNERS.
 3. ALL BEARS WITH PLASTIC CAP STAMPED PROPERTY CORNERS.
 4. ALL BEARS WITH PLASTIC CAP STAMPED PROPERTY CORNERS.
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 8. ALL BEARS WITH PLASTIC CAP STAMPED PROPERTY CORNERS.
 9. ALL BEARS WITH PLASTIC CAP STAMPED PROPERTY CORNERS.
 10. ALL BEARS WITH PLASTIC CAP STAMPED PROPERTY CORNERS.



CURVE	RADIUS	DELTA	TANGENT LENGTH
C1	20.00	90°00'00"	20.00
C2	20.00	90°00'00"	20.00
C3	20.00	90°00'00"	20.00
C4	20.00	90°00'00"	20.00
C5	20.00	90°00'00"	20.00
C6	20.00	90°00'00"	20.00
C7	20.00	90°00'00"	20.00
C8	20.00	90°00'00"	20.00
C9	20.00	90°00'00"	20.00
C10	20.00	90°00'00"	20.00
C11	20.00	90°00'00"	20.00
C12	20.00	90°00'00"	20.00
C13	20.00	90°00'00"	20.00
C14	20.00	90°00'00"	20.00
C15	20.00	90°00'00"	20.00
C16	20.00	90°00'00"	20.00
C17	20.00	90°00'00"	20.00
C18	20.00	90°00'00"	20.00
C19	20.00	90°00'00"	20.00
C20	20.00	90°00'00"	20.00
C21	20.00	90°00'00"	20.00
C22	20.00	90°00'00"	20.00
C23	20.00	90°00'00"	20.00
C24	20.00	90°00'00"	20.00
C25	20.00	90°00'00"	20.00
C26	20.00	90°00'00"	20.00
C27	20.00	90°00'00"	20.00
C28	20.00	90°00'00"	20.00
C29	20.00	90°00'00"	20.00
C30	20.00	90°00'00"	20.00
C31	20.00	90°00'00"	20.00
C32	20.00	90°00'00"	20.00
C33	20.00	90°00'00"	20.00
C34	20.00	90°00'00"	20.00
C35	20.00	90°00'00"	20.00
C36	20.00	90°00'00"	20.00
C37	20.00	90°00'00"	20.00
C38	20.00	90°00'00"	20.00
C39	20.00	90°00'00"	20.00
C40	20.00	90°00'00"	20.00
C41	20.00	90°00'00"	20.00
C42	20.00	90°00'00"	20.00
C43	20.00	90°00'00"	20.00
C44	20.00	90°00'00"	20.00
C45	20.00	90°00'00"	20.00
C46	20.00	90°00'00"	20.00
C47	20.00	90°00'00"	20.00
C48	20.00	90°00'00"	20.00
C49	20.00	90°00'00"	20.00
C50	20.00	90°00'00"	20.00
C51	20.00	90°00'00"	20.00
C52	20.00	90°00'00"	20.00
C53	20.00	90°00'00"	20.00
C54	20.00	90°00'00"	20.00
C55	20.00	90°00'00"	20.00
C56	20.00	90°00'00"	20.00
C57	20.00	90°00'00"	20.00
C58	20.00	90°00'00"	20.00
C59	20.00	90°00'00"	20.00
C60	20.00	90°00'00"	20.00
C61	20.00	90°00'00"	20.00
C62	20.00	90°00'00"	20.00
C63	20.00	90°00'00"	20.00
C64	20.00	90°00'00"	20.00
C65	20.00	90°00'00"	20.00
C66	20.00	90°00'00"	20.00
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C70	20.00	90°00'00"	20.00
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C72	20.00	90°00'00"	20.00
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C78	20.00	90°00'00"	20.00
C79	20.00	90°00'00"	20.00
C80	20.00	90°00'00"	20.00
C81	20.00	90°00'00"	20.00
C82	20.00	90°00'00"	20.00
C83	20.00	90°00'00"	20.00
C84	20.00	90°00'00"	20.00
C85	20.00	90°00'00"	20.00
C86	20.00	90°00'00"	20.00
C87	20.00	90°00'00"	20.00
C88	20.00	90°00'00"	20.00
C89	20.00	90°00'00"	20.00
C90	20.00	90°00'00"	20.00
C91	20.00	90°00'00"	20.00
C92	20.00	90°00'00"	20.00
C93	20.00	90°00'00"	20.00

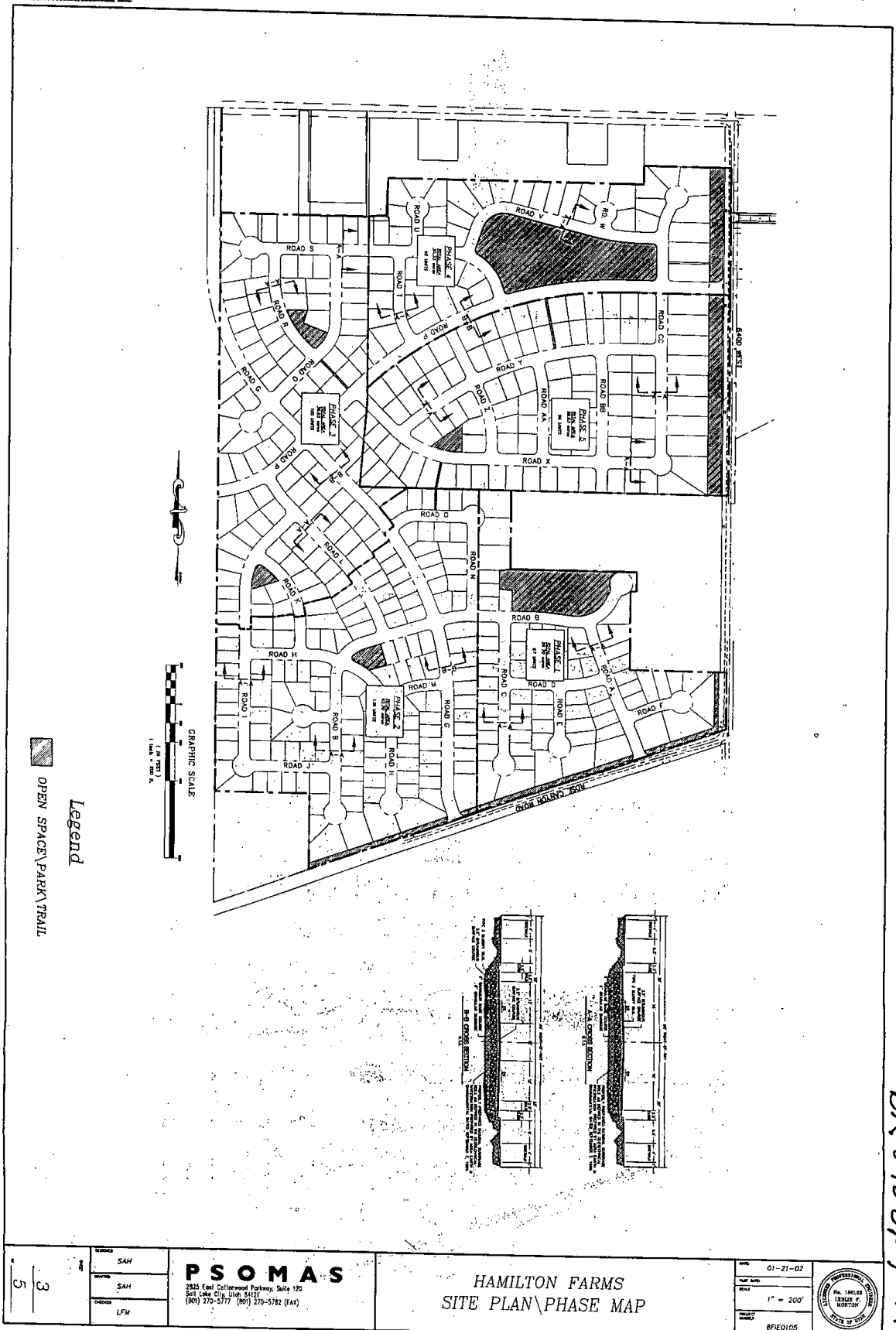
HAMILTON FARMS PLANNED UNIT DEVELOPMENT, PHASE 1
 TOTAL ACREAGE: 24.71 ACRES
 Section 2, T. 4 S., R. 2 W., S.L.B. & M. of the Salt Lake Base and Meridian
 Salt Lake County Herriman, Utah

PSOMAS
 2825 East Cottonwood Parkway, Suite 120
 (801) 241-3111 (fax) 241-5782 (fax)

BR 8725 P63974

DATE: 4/15/02
 DRAWN BY: AUL
 SHEET NO.: 2

EXHIBIT B



Legend
 OPEN SPACE/PARK/TRAIL

GRAPHIC SCALE
 1" = 200' 0"

DESIGNED BY	SAH
DRAWN BY	SAH
CHECKED BY	LFM

PSOMAS

2825 East Collingwood Parkway, Suite 120
 Salt Lake City, Utah 84121
 (801) 270-5777 (801) 270-5782 (FAX)

HAMILTON FARMS
 SITE PLAN/PHASE MAP

DATE	01-21-02
PLAN NO.	
SCALE	1" = 200'
PROJECT NO.	8FE0105



BK 8785P939710

EXHIBIT "C"

As Modified and Approved by the Planning Commission
on December 13th, 2001

**HAMILTON FARMS
PLANNED UNIT DEVELOPMENT
PRELIMINARY PLAN
DEVELOPMENT STANDARDS & GUIDELINES**

PREPARED FOR:

HERRIMAN CITY

PREPARED BY:

FIELDSTONE HOMES, Inc.

BK8725PG3977

1. INTRODUCTION

Hamilton Farms is a master planned community developed by Fieldstone Homes, Inc. The master planned community is a mix of single family detached residential neighborhoods ranging from 7,500 sq. ft. Neighborhood Lots to one-half acre Equestrian Lots. Project amenities include parks, equestrian and pedestrian trails and open space along the major collectors fronting the project. Hamilton Farms proposes an ideal setting where families can live and enjoy the benefits of living in a community with a variety of residential neighborhood areas and types.

Hamilton Farms is proposed as a Planned Unit Development (PUD) consistent with the provisions of Chapter 19.38 of the City of Herriman's Zoning Code. As a PUD, it is necessary to vary the City's standard zoning requirements to accommodate the planned community features. As a result, we have designed the residential neighborhoods, as close to the standard requirements as feasible, however, variations will be necessary. The Development Standards section included herein designates specific standards that are to be applied to this project. These standards would take precedence over similar standard requirements. Where standards are not established herein, City of Herriman Standards and Ordinances would prevail.

2. PROJECT DESCRIPTION

a. Location

Hamilton Farms is located in the southwesterly quadrant of the intersection of 13400 South and 6400 West in Herriman. The property comprises approximately 175± acres and includes property bounded on the east by 6400 West; the south by Rose Canyon Road; and the north by 13400 South. Figure 1 is a plat illustrating the property boundaries as well as the immediate surrounding properties.

b. Zoning

As part of the application for a Planned Unit Development, the applicant also requested amendments to the Zoning Ordinance/Map. The Zoning Ordinance/Map Amendment, including the Russell Lewis property, has been approved by the City Council to change the property from the previous A-2 zoning to the A-1 zoning classification with 2.5 dwelling units per acre overall density.

BK8725PG3978

**c. Planned Unit Development (PUD) Ordinance
(Chapter 19.38) Requirements**

Chapter 19.38 of the Herriman Zoning Code includes the criteria for planning and developing a PUD. Included within the ordinance provisions are sections discussing the purpose of the ordinance, the authority to modify regulations, minimum property areas and the various steps needed to obtain PUD approval.

In regard to the applicability of these regulations to Hamilton Farms, the following criteria have been identified.

- i. The Hamilton Farms property (175 +/- acres and the 6 acres Russell Lewis property) meets the minimum area requirements as found in Section 19.38.050.
- ii. The Hamilton Farms PUD proposes site-specific development standards and guidelines for the land use designations included herein. These standards and guidelines supercede the applicable sections of the Herriman Zoning Code (herein referred to as "Herriman Code"). Uses permitted are residential in nature as incorporated in the Herriman Code.
- iii. Hamilton Farms is proposed herein as a Preliminary PUD Plan and Subdivision Plat. This document will serve as an exhibit to the Development Agreement and will be approved concurrently with the City's approval of that Development Agreement.

d. Maintenance District/Homeowners Association

Fieldstone Homes will have significant open space, buffer area, parks, and trails that can be an amenity for the residents of Herriman. Fieldstone proposes the dedication of these areas to the City and a service district would cover the maintenance of these areas.

Hamilton Farms will have a Homeowners Association (HOA), formed by the developer. This HOA could own, operate and maintain the property's open space, recreation and trails areas for the exclusive use of the homeowners of Hamilton Farms. Additionally, the HOA will be responsible for the enforcement of the Codes, Covenants & Restrictions (CC&Rs).

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PRELIMINARY PLAN

Hamilton Farms

Herriman, Utah
Fieldstone Homes
6965 Union Park
Midvale, Utah

K. M. ...

SITE SUMMARY

Total Site:	175.68 Acres	+ 6 Acres
Tract Parcel:	2.29 Acres	
Church Site:	173.37 Acres	+ 6 Acres
Church Site:	4.12 Acres	
Other:	433 Lots * + 15 ± Units	
Net Density:	2.5 Units/Acre	
Other Specs:		
Paved/Driveway Ratio:	4.52 Acres	
Paved/Driveway Ratio:	2.59 Acres	
Paved/Driveway Ratio:	2.59 Acres	

* Final lot count shall be determined by final recorded map by an authorized city planning or zoning ordinance with the appropriate property owners.



6 4 0 0 W B S E

1 2 4 0 0 S O U T H

3. LAND USE PLAN

The Land Use Plan (Figure 2) includes a description of the master plan. The Land Use Plan is summarized in Table 1.

a. Land Use Categories

The Hamilton Farms PUD includes three single-family detached residential land use categories and an open space land use category. Hamilton Farms proposes unique names for each of the land use designations (i.e. Residential - Standard), but attempts to use corresponding residential and/or agricultural district (i.e. R-1-10 and A-1) standards where applicable.

The following is a brief description of each of the Hamilton Farms land use categories.

i. Residential Land Use Categories

Residential – Neighborhood Lot (R-1-10): This category permits single-family detached homes on lots with a minimum square footage of 7,500 square feet. The minimum lot width will be 67 feet.

Residential – Rural Lot (R-1-10): This category permits single-family detached homes on lots with a minimum square footage of 10,000 or 12,000 square feet. The minimum lot width will be 80 feet.

Residential - Equestrian (A-1): This category permits single-family detached homes on equestrian lots with a minimum square footage of 20,000 square feet. The minimum lot width will be 90 feet.

ii. Open Space Category

Open Space and Recreation: Open space and recreation areas are an important part of the Hamilton Farms PUD. The newly adopted General Plan/Master Plan requires 20% of the total project acreage to be open space and recreation areas. Open space and recreation uses incorporated in the Land Use Plan include, parks, neighborhood pocket parks, pedestrian paths & equestrian trails, and natural open space. The open space and recreation areas are designed in the Land Use Plan as a network of parks and storm detention basins enhanced by a perimeter open space element (on the east and south property boundaries) with both pedestrian and equestrian trails. A large component of the

BK8725PG3982

open space requirement will be fulfilled with a fee-in-lieu payment towards the development of the City's regional park and equestrian center.

b. Land Use Areas

Hamilton Farms has five (5) residential areas and open space. The open space areas are functionally incorporated into an overall storm water detention system.

Table 1, the Land Use Statistical Summary, illustrates the distribution of land use categories, the division of the open space area and the number of acres dedicated to public streets.

c. Phasing Plan

The Hamilton Farms PUD is divided into five (5) residential phases and three (3) open space areas. Figure 3 is the Phasing Plan. The developer anticipates that the five (5) residential phases will be constructed over a five to eight year period (final phasing division between 2 and 3 will be determined at a later time in approximate equal acreages).

d. Improvement of Open Space.

The open space, parks, buffer areas, and trail system shall be improved as each of the associated phases is developed.

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SITE SUMMARY

Total Site: 175.65 Acres + 6 Acres
 Trade Parcel: 2,230 Acres
 Net Site: 173.42 Acres + 6 Acres
 Cleared Site: 4.79 Acres
 Units: 432 Lots* + 151 Lots
 Net Density: 2.5 Units/Acre
 Open Space: 2.12 + 12.0 Acres
 Multi-Use: 2.12 Acres
 Multi-Use/Recreation: 12.0 Acres
 Total: 14.12 Acres
 Total: 2.12 Acres

*The site is not subdivided into lots until the actual subdivision is approved by the local authority. The actual acreage may vary slightly from the above information due to rounding and surveying methods.

PRELIMINARY PLAN
 Hamilton Farms
 Herriman, Utah
 Fieldstone Homes
 6965 Union Park
 Midvale, Utah

McKINLEY
 CONSULTANTS
 1000 W. 1000 S.
 SALT LAKE CITY, UT 84119
 (801) 466-1000

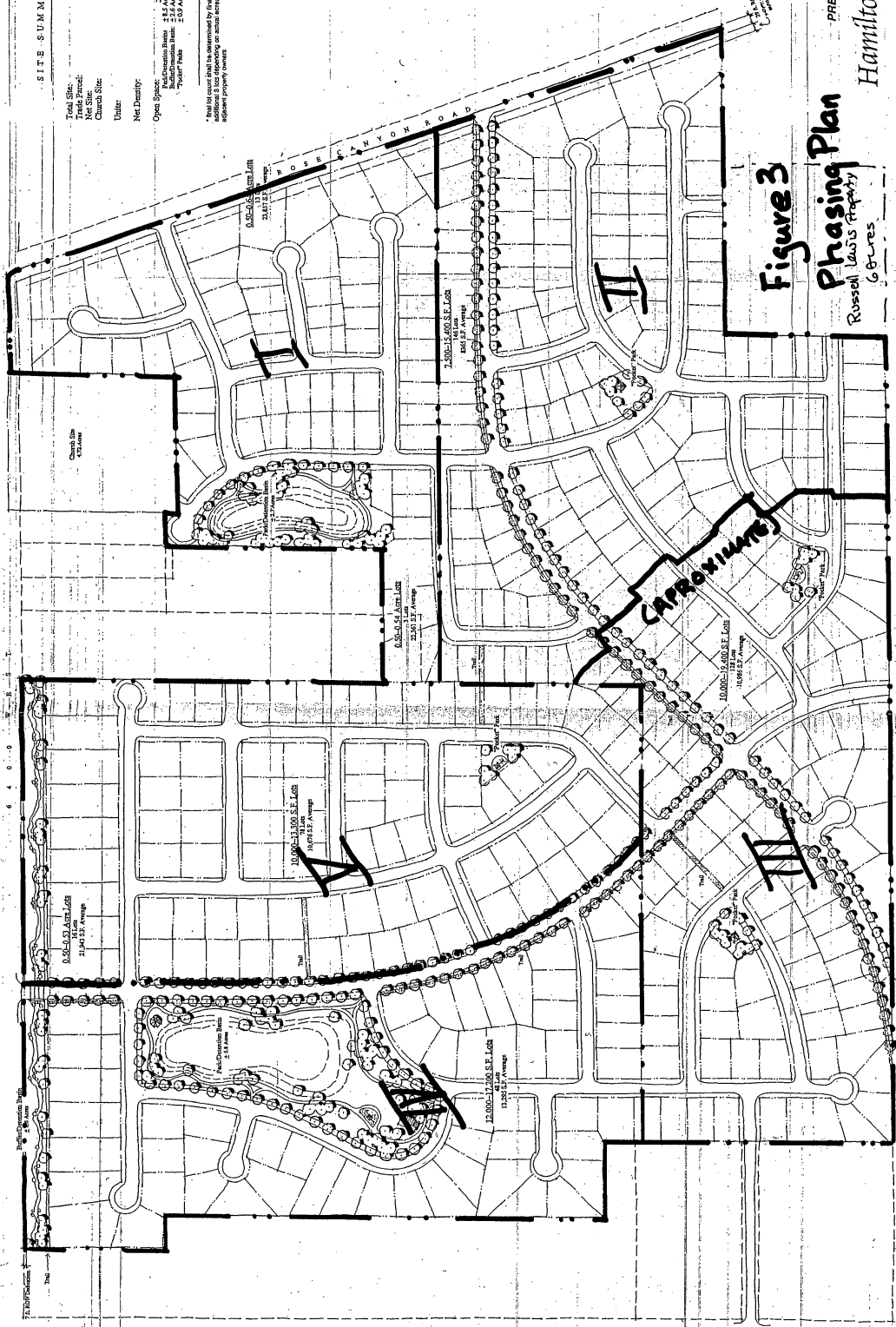


Figure 3
Phasing Plan
 Russell Lewis Property
 6 Acres

**Table 1
 LAND USE STATISTICAL SUMMARY**

Phase	LAND USE TYPE	NO. OF LOTS	TOTAL OPEN SPACE*	TOTAL ACREAGE
1	Residential Lots	65	2.7	27.22 +/-
2 & 3	Residential Lots	224	.6	73.36 +/- ***
4	Residential Lots	56	6.8	32.47 +/-
5	Residential Lots	87	1.9	36.2 +/-

Development Area.....173.97 +/- acres
 Open Space (parks, pedestrian & equestrian trails, perimeter open space
 detention areas, excluding church property).....12 +/- acres
 Total Lots.....432 lots**

* For the purposes of calculating density, the donated church site has been included, however, for the purposes of this rezoning it is not included. The church site already has a conditional use permit.

** final lot count shall be determined by final survey and may be an additional 3 lots depending on actual acreage exchange with the adjacent property owners

*** Russell Lewis Property, 6 acres, included with Phases 2 & 3 making for a total of 79.36 +/- acres

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4. STREET SYSTEM

a. Off-Site Street Improvements

13400 South, 6400 West and Rose Canyon principally provide access to the Hamilton Farms PUD. Both 6400 West and Rose Canyon will be dedicated to the City and improved to a forty (40) foot half width major collector including curb, gutter and sidewalk/equestrian trail.

Secondary access is also available to the property via 13400 South in the 3rd Phase of development. A connection for the future extension of collector streets to both the west and south will be provided for.

b. On-Site Street Improvements

Two classes of on-site streets are proposed for Hamilton Farms. A minor collector street is proposed with a 66-foot right-of-way and a 46 foot improved section*. The improved section includes asphalt paving and standard curb and gutter. 8 foot sidewalks shall be required on both sides of the 66' ROW, of which, 4 feet shall be an easement on the fronting property.

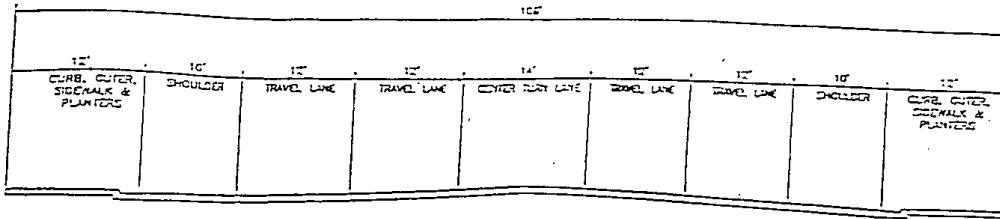
A standard residential neighborhood street section is also proposed to service the residential areas. The residential neighborhood local street section is a 60-foot right-of-way with a 37 foot improved section. The improved section includes asphalt paving and a standard curb and gutter. This standard will be for all other streets within the development. 4 foot sidewalks shall be required on both sides of all streets.

Figure 4 illustrates typical cross sections of the collector and standard residential neighborhood streets.

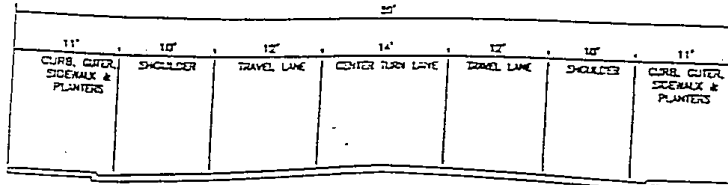
*Redesign of the 66-foot wide roads shall be done in conjunction with the traffic engineer and city planner

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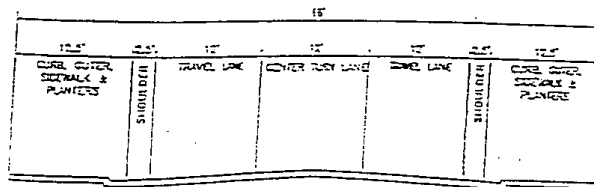
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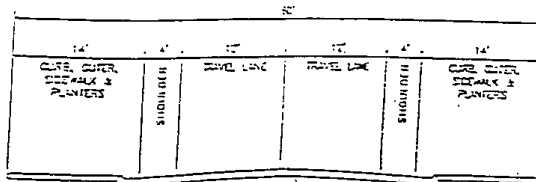
MINOR ARTERIAL - 105' RIGHT-OF-WAY



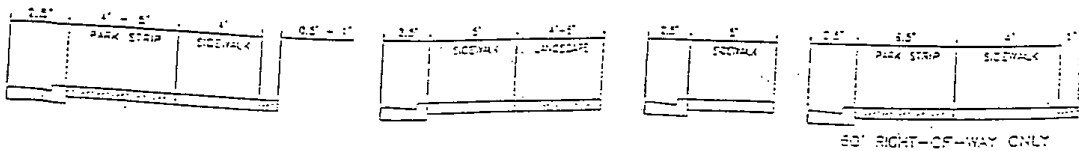
MAJOR COLLECTOR - 80' RIGHT-OF-WAY



MINOR COLLECTOR - 65' RIGHT-OF-WAY



LOCAL - 60' RIGHT-OF-WAY



TYPICAL CROSS SECTIONS

60' RIGHT-OF-WAY ONLY

Figure 4, PLAN NO. 100
Street Sections
Collector and
Standard Residential

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5. UTILITIES

a. Water Service

The proposed development may be served by one of three water purveyors. The City of Herriman, Herriman Pipeline and/or Jordan Valley Water Conservancy will provide culinary water to the proposed development. Preliminary discussions have been held with these three entities. The Developer proposes to take culinary water service from an existing and/or new reservoir located near the property through an adequate service main. The service main will be looped from the property into the existing water service system. Six (6) to Eight (8) inch service lines will be constructed throughout the property to service the new lots and homes.

The City Herriman or Herriman Pipe Irrigation Company, a private water company, may provide secondary or irrigation water. This requirement of secondary water will be determined at a later stage after Herriman City finishes its water needs assessment.

b. Sewer Service

Sewer service will be provided by Salt Lake County Service District #1. 8" and 10" sewer lines surround the property on the north, east and south boundaries. Eight (8) inch sewer lines will be built on the property to service individual lots and homes.

c. Storm Drainage.

The design of the Hamilton Farms planned community will incorporate storm drainage features designed to detain a minimum 100 Year Storm. This will be accomplished through the placement of detention swales in park and open space areas. Runoff from these detention areas will be connected to the master plan system in 13400 South and 6400 West. The Developer will construct all of these on-site storm drainage facilities. Extension of the Master Plan improvements will be constructed by the developers of the area and act as a credit towards the storm drain fee.

6. DEVELOPMENT STANDARDS

As a Planned Unit Development, Hamilton Farms proposes a mix of residential neighborhoods based upon the recently adopted General Plan/Master Plan for the City of Herriman. The underlying zoning for this area has been revised from the A-2 to A-1/ZC. The PUD section of Herriman's Code allows for a "diversification in the relationship of various uses and structures to their sites and to permit more flexibility in the use of such sites." To meet this stated City purpose, Fieldstone proposes the development standards included herein that illustrate residential designations, as amended.

BK8725PG3982

a. Residential Development Standards

i. Residential – Neighborhood Lot and Rural Lot

1. Incorporation by Reference

The Residential – Neighborhood Lot and Rural Lot land use categories incorporates by references the provisions included in the City of Herriman's R-1-10, except as amended in the following;

2. Permitted uses.

The permitted uses provided in Section 19.10.020 of the Herriman Code, Permitted Uses, under the designation R-1-10 of the Herriman Zoning Ordinance are modified as follows:

- (i) Single Family Residential and accessory buildings not to exceed 150 square feet.

3. Conditional Uses.

The conditionally permitted uses provided in Section 19.10.030 under the designation R-1-10 of the Zoning Ordinance are incorporated by reference, excepting the following conditional uses. These are permitted with a CUP within Residential – Neighborhood Lots and Rural Lots (limited to these only):

- i. home day care
- ii. home occupations
- iii. adult day care center (4 or less adults)
- iv. child day care center (6 or less children)

4. Lot Development Standards

Minimum Residential – Neighborhood Lot Size	7,500 sq. feet
Minimum Residential – Rural Lot Size	10,000 sq. feet
Minimum Width of Interior Neighborhood Lots at Front Setback (30' back of ROW)	67 feet
Minimum Width of Corner Neighborhood Lots at Front Setback (30' back of ROW)	75 feet

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Minimum Width of Interior Rural Lots at Front Setback (30' back of ROW)..... 80 feet
 Minimum Width of Corner Rural Lots at Front Setback (30' back of ROW)..... 90 feet
 Minimum Frontage..... 45 feet
 (on a public street - does not apply to irregular shaped lots as identified on the Preliminary Development Plan or Preliminary Plan with private driveway access)

Minimum Yard Setback Requirements:

Front – setback @ garage face..... 25 feet
 Front – setback @ other than garage face..... 20 feet
 Rear Yard..... 20 feet
 Side Yard Total of 20 feet minimum of 8 feet

Maximum Building Height 35 feet

Minimum House Sizes

	Single Level House	Multi/Split Level House	Two Level House
On a 7,500 sq. ft. lot	1,300 sq. ft.	1,300 sq. ft.	1,700 sq. ft.
On a 10,000 sq. ft. lot	1,300 sq. ft.	1,300 sq. ft.	1,500 sq. ft.
On a ½ acre lot	1,300 sq. ft.	1,300 sq. ft.	1,900 sq. ft.

Required Improvements:

Street grading; Street base; Street paving; curb, gutter and sidewalk;
 Culinary and Secondary water facilities; Waste water disposal; Street name signs; Fire hydrants; Street monuments.

ii. Residential - Agricultural/Equestrian

1. Incorporation by Reference.

The Residential/Agricultural land use category incorporates by references the provisions included in the City of Herriman A-1 residential/ agricultural district, except as amended in the following;

2. Permitted uses.

The permitted uses provided in Section 19.18.020 of the Herriman Code, Permitted Uses, under the designation A-1 of the Herriman Zoning Ordinance are modified as follows:

- (i) Single Family Residential and accessory buildings not to exceed 800 sq. ft

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- (ii) Agriculture

3. Conditional Uses.

The conditionally permitted uses provided in Section 19.18.030 under the designation A-1 of the Zoning Ordinance are incorporated by reference, excepting there from the following uses. These are permitted with a CUP within Residential – Agricultural/Equestrian lots:

- (i) home day care
- (ii) home occupations
- (iii) adult day care center (4 or less adults)
- (iv) child day care center (6 or less children)
- (v) fruit/vegetable stand w. produce grown on premises

(4) Lot Development Standards

Minimum Lot Size ½ acre

Min. Width of Interior Lots at Front Setback (30' back of ROW).....90 feet

Minimum Frontage 50 feet
(on a public street - does not apply to irregular shaped lots as identified on the Preliminary Development Plan or Preliminary Plan with private driveway access)

Minimum Yard Setback Requirements:

Front..... 30 feet
 Rear Yard..... 30 feet
 Side Yard 10 / 10 feet

Maximum Building Height 35 feet

Minimum House Sizes:

	Single Level House	Multi/Split Level House	Two Level House
On a 7,500 sq. ft. lot	1,300 sq. ft.	1,300 sq. ft.	1,700 sq. ft.
On a 10,000 sq. ft. lot	1,300 sq. ft.	1,300 sq. ft.	1,500 sq. ft.
On a ½ acre lot	1,300 sq. ft.	1,300 sq. ft.	1,900 sq. ft.

Required Improvements:
 Street grading; Street base; Street paving; curb, gutter and sidewalks;
 Culinary and Secondary water facilities; Waste water disposal; Street name signs; Fire hydrants; Street monuments.

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(5) Raising of Horses

Only on those Rural lots that have at least one-half acre qualify for horse ownership and shall otherwise comply with the city's requirements as if ½ acre lots. All lots meeting these standards shall be identified on the Final Plat of each phase.

b. Open Space and Recreation Standards

Hamilton Farms proposes to develop both neighborhood parks and perimeter open space components. Other open space requirements will be met with a fee-in-lieu for development of the Herriman regional park facility.

(1) Permitted uses.

- (i) Public park and recreation areas.
- (ii) Public and/or privately held open space including storm water detention areas.
- (iii) Private park and recreation areas.
- (iv) Trails and Equestrian Facilities
- (v) Publicly or commonly held and maintained native open space areas.

(2) Development Standards

There are no specific development standards for the open space and recreation areas. The areas should be developed and maintained consistent with the Hamilton Farms Land Use Plan.

7. DESIGN CRITERIA

Hamilton Farms is a master planned community that balances a variety of residential neighborhoods and recreational amenities. As a master planned community, Hamilton Farms will be developed based upon a consistent pattern of design criteria that serve to accomplish the following design criteria objectives:

• **Rural/Urban Design Theme**

Hamilton Farms is proposed as a master plan community with both urban and rural themes. Design elements, such as architecture, site planning, landscape architecture and streetscape, proposed for the community should support and enhance the mixed character of the project and the surrounding areas. All residential designs shall be

BK8725PG399Z

subject to the approval of the Master Developer's Architectural Review Committee and subsequent Hamilton Farms Architectural Review Committee.

□ **Architecture**

- Attractive, state of the art home design that incorporates such exterior features as a collection of varying rooflines, varying surfaces and window and door surround treatments. Fieldstone shall provide single story plans. The same house design cannot be beside each other or directly across the street from each other.
- A variety of surfaces and materials such as vinyl siding, stucco, brick, and stone along with complementary colors should be used as both primary and accent features with brick and/or stone covering at least 30% of the net front elevation less windows, doors (including garage doors) and vent openings. All front elevations shall be 100% masonry (stucco/rock/brick) except for accents may be vinyl. Houses within the interior of the project with basements have the option for vinyl siding or stucco on the back and side elevations only but are still required to have the 100% masonry front elevation.
- The development of a diverse neighborhood architectural appearance through the use of several floor plans with three to five elevations for each floor plan. All floor plans shall include a covered front porch.
- Architectural features shall exclude the use of flat roofs (as per City ordinances) and rain gutters on all down slope roofs.
- All homes shall accommodate for a minimum two-car garage and carports shall not be allowed.
- Slab floors shall be permitted with conventional footing systems. Basements shall be offered as an option and shall be required for any house less than 1,400 sq. ft. above grade. Additionally, 35% of the interior lots shall have full basements. All ½ acre perimeter lots shall have full basements.

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□ **Site Planning and Landscape Architecture**

Project-wide master planned community guidelines should support and enhance Hamilton Farms through site planning and landscape architectural features such as, but not limited to landscaping, community signage, entry monumentation, streetscape appearance, recreational areas and open spaces.

Site planning should emphasize the creation of a sense of arrival, place and community.

- Entry statements, using the community signage, should be designed at major project entrances that reflect the master planned community's rural/urban theme and portray a sense of arrival.
- The landscaping along bordering major collector streets should be designed to enhance both the sense of arrival and place.
- Pedestrian and equestrian pathways bordering the community should be equally available to all members of the community and should support the sense of community while providing a regional connection to the Herriman community.
- Equestrian neighborhoods should be connected to the overall equestrian trail system, as much as practical.
- Installation of front yard landscaping shall be required within 6 months of initial occupancy.

□ **Recreation and Equestrian Corridors**

The design of a balance between improved open space — irrigated landscaped areas with lawns, trees, shrubs and groundcovers — and natural open spaces — non-irrigated, native plant materials with perennial grasses, shrubs and trees — serve to provide variety to the appearance and use of the open space corridors.

- Improved open space areas should be designed to provide for passive and active recreational activities while also serving as storm drain detention areas..
- Natural open space areas can be enhanced by utilizing rock and native plants being designed to accommodate surface drainage giving the appearance of a natural watercourse area.

BK 8725 PG 3994

EXHIBIT "C"

Founded 1851



Herriman

97 N. Pioneer St. • Herriman, UT 84065
Office: (801) 446-5323
Fax: (801) 446-5324

March 28, 2002

Hamilton and Lewis
6965 Union Park, Ste 310
Midvale, Ut 84047

Re:17C01

Dear Hamilton and Lewis

The Herriman Planning Commission on Dec. 13, 2001 granted preliminary approval to your PUD and Subdivision of 435 units subject to the following conditions:

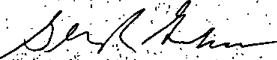
1. A minimum of 1,300 sq. ft. per house.
2. Minimum lot width of 67 feet for the lots less than 10,000 sq. ft.
3. Minimum lot width of 80 feet on 10,000 sq. ft. and larger lots.
4. Twenty feet side yard total, with a minimum of 8 feet.
5. Thirty five percent of interior lots to have 100 percent full basements.
6. All half acre perimeter lots to have 100 percent full basements.
7. All fronts of houses to be 100 percent masonry (rock/brick/stucco)/
8. Thirty percent of the fronts of the houses to be rock or brick, excluding the windows, doors and garage doors.
9. Houses on the interior of the project without basements are to have stucco on the back and sides.
10. The same house design cannot be beside each other or across the street from each other.
11. No elevation to be the same three lots apart on both sides, the changes to be in the roof, porch and window treatment.
12. Ten percent of the houses to be single level.
13. All requirements will be included in the CC&R's and the Developmental Agreement.
14. The items listed in the agreement with the following changes:
 - A. Lots ½ acres or larger areas to have a minimum width of 90 feet.
 - B. Redesigning the 66 foot wide road through this project, this should be done in conjunction with the traffic engineer.
15. Receive and agree to the recommendations from other agencies.
16. Working out a money in lieu of open space agreemnet with the City Council.
17. Developing the open space park/detention parks as shown on the plans.
18. Dedication on the plat of the additional road width required on Rose Canyon Road and 6400 W.

BK8725 PG39915

The preliminary approval for the subdivision is valid for one year and the conditional use for the PUD is valid for two years.

If you have any questions you can call the City Offices 446-5323 on Monday, Wednesday or Thursday.

Sincerely,



Glenn R. Graham
City Planner
www.ulct.org/herriman

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