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GARY W. OTT
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BY: ROJ, DEPUTY - WI 16 P.

NOVEMBER 22-, 2002

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS FOR

HAMILTON FARMS ESTATES DEVELOPMENT

HERRIMAN, UTAH

ACCOMMODATION RECORDING ONLY U.S. TITLE

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

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMILTON FARMS ESTATES DEVELOPMENT is made this <u>22nd</u> day of November, 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 located in the City of Herriman, Salt Lake County, State of Utah, known as Hamilton Farms, Lots 2-33, inclusive, of the Official Subdivision Plat of Hamilton Farms recorded in the Office of the Salt Lake County Recorder on July 17, 2002 as Entry No. 8295844 and more particularly described on Exhibit "A" hereto (the "Property").
- B. Declarant intends to develop a residential subdivision on the 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.
- C. Declarant desires to provide for a homeowners association as an organization and form for the enforcement of the covenants, conditions, and restrictions set forth herein.

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 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.

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.
- "Association" shall mean the Hamilton Farms Estates 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.

"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 Estates
Development as approved by the City and recorded in the office of the Salt Lake County
Recorder on July 17, 2002 as Entry No. 8295844, as it may be amended from time to time.

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

"Subdivision" shall mean all phases of the Hamilton Farms Estates Development and all Lots, Common Areas, and other property within the Subdivision as shown on the Plats covering the 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 Estates 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.
- 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 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 <u>Assessments on Lots Owned by Declarant</u>. 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.

- Assessments Constitute Lien, Mortgagee Protection. Any validly imposed assessment by the Association shall constitute a lien against the Lots in the Subdivision. 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 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 <u>Statement of Account.</u> 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 <u>Indemnity of Association Trustees and Officers</u>. 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 <u>Election.</u> 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 case 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

- 3. The following restrictions on use apply to all Lots within the Subdivision:
- 3.1 Zoning Regulations. The lawfully enacted zoning regulations of the City, and any building, fire, and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any other statute, law, or ordinance.

- 3.2 <u>No Mining Uses.</u> 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.
- 3.3 <u>Business or Commercial Uses.</u> Owners shall only conduct those activities permitted by all City zoning.
- 3.4 <u>Restrictions on Signs.</u> No signs will be permitted on any Lot except as allowed by or applicable City zoning regulations.
- 3.5 <u>Additional Improvements</u>. 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.
- 3.6 <u>No Used or Temporary Structures.</u> 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.
- 3.7 <u>Number of Dwellings.</u> Only one Dwelling may be constructed on any Lot. No other outbuilding or habitable structure may be permitted on any Lot except as allowed by applicable City zoning regulations. Each Dwelling shall have an attached garage for at least two (2) cars.
- 3.8 <u>Erosion Control.</u> Each owner in Hamilton Farms Estates 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.
- 3.9 Fences. Perimeter fencing of Lots shall be permitted within the Subdivision provided that (1) such fencing conforms with applicable City zoning and other ordinances and (2) such fencing does not interfere with other Owners' use and enjoyment of their Lots. All fencing installed by Declarant shall be maintained by Owner and no changes shall be made by an Owner to such fencing installed by Declarant.
- 3.10 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.
- 3.11 <u>Solar Panels</u>. Solar panels must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.
- 3.12 <u>Balconies and Decks.</u> 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.

- 3.13 <u>Landscaping.</u> 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. Retention or incorporation of natural vegetation is encouraged.
- 3.14 <u>Entry Gates.</u> Individual entry gates to Lots will not be allowed except on those Lots of size greater than one-half acre and as approved by the City.
- 3.15 <u>Kennels and Dog Runs.</u> 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.
- 3.16 <u>No Re-Subdivision.</u> No Lot may be re-subdivided without the consent of the City. No re-subdivision of any Lot may result in the construction of any additional Dwelling Units within the Subdivision.
- 3.17 <u>Completion Required Before Occupancy.</u> No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.
- 3.18 <u>Animals</u>. Only ordinary household pets (not to exceed three) 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.
- 3.19 <u>Underground Utilities</u>. 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.
- 3.20 <u>Service Yards</u>. There shall be no clothes lines, service yards, or storage yards. Exterior mechanical equipment must be screened in a manner so that it is not visible from adjoining Lots.
- 3.21 <u>Maintenance of Property</u>. 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.
- 3.22 <u>No Noxious or Offensive Activity</u>. 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.
- 3.23 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).

- 3.24 <u>No Unsightliness</u>. 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.
- 3.25 No Annoying Lights. 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.
- 3.26 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.
- 3.27 <u>Sewer Connection Required.</u> 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.
- 3.28 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.
- 3.29 <u>Drainage</u>. 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.
- 3.30 <u>Vehicles Restricted to Roadways.</u> No motor vehicle will be operated on the Subdivision except on improved roads and driveways.
- 3.31 <u>No Transient Lodging Uses.</u> 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.

- 3.32 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 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.
- 3.33 <u>Horse Trail Preservation</u>. Owners shall not damage any horse trail easements within the Subdivision. Further, Owners of Lots Nos. 2, and 21-33, inclusive, of the Subdivision shall (1) preserve the horse trail easements shown on the Plat, (2) keep the horse trail easements open for general equestrian use, and (3) maintain such horse trails on their Lots in good condition.

<u>ARTICLE IV</u>

OWNERS' MAINTENANCE OBLIGATIONS

- 4. 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:
- 4.1 <u>Duty to Maintain</u>. 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.
- 4.2 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, provided however that alterations or deviations from the originally approved plans will comply with applicable City zoning and ordinances. 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. 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.

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ARTICLE V

GENERAL PROVISIONS

- 5. The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:
- 5.1 <u>Violation Deemed a Nuisance.</u> 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.

5.2 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.
- 5.3 <u>Severability</u>. 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.
- 5.4 <u>Limited Liability.</u> 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 than any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

- 5.6 <u>Constructive Notice</u>. 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.
- 5.7 <u>Notices.</u> 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.
- 5.8 <u>Liberal Interpretation</u>. 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.

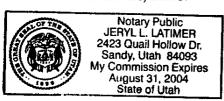
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COUNTY OF SALT LAKE

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The foregoing instrument was acknowledged before me on November 22, 2002 by Mike Stewart, Division President of Fieldstone Homes, Inc., a Utah corporation and managing member of

Fieldstone Partners, L.L.C.



Nogary Public Exp:

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EXHIBIT "A"

TAX I.D. NUMBERS

Lot 2.	32-02-151-017
Lot 3	32-02-151-016
Lot 4	32-02-151-015
Lot 5	32-02-151-015
Lot 6	32-02-151-013
Lot 7	32-02-102-018
Lot 8	32-02-102-017
Lot 9	32-02-102-016
Lot 10	32-02-102-015
Lot 11	32-02-102-014
Lot 12	32-02-102-013
Lot 13	32-02-102-012
Lot 14	32-02-102-011
Lot 15	32-02-101-019
Lot 16	32-02-101-018
Lot 17	32-02-101-017
Lot 18	32-02-101-016
Lot 19	32-02-101-015
Lot 20	32-02-101-014
Lot 21	32-02-105-002
Lot 22	32-02-105-003
Lot 23	32-02-105-005
Lot 24	32-02-105-006
Lot 25	32-02-105-008
Lot 26	32-02-105-009
Lot 27	32-02-105-011
Lot 28	32-02-105-012
Lot 29	32-02-153-002
Lot 30	32-02-153-003
Lot 31	32-02-153-005
Lot 32	32-02-153-006
Lot 33	32-02-153-008