

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR**

Industry Only

FOXBORO

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS (the "Declaration") is made this 3rd day of October, 2003 by PORTOLA DEVELOPMENT UTAH, LC; FOXBORO ESTATES, LLC; FOXBORO 50'S, LLC; AND FOXBORO VILLAGES, LLC, all Utah limited liability companies, each an individual entity but collectively herein the "Declarants" ("Declarants").

RECITALS

A. Declarants own certain real property in the City of North Salt Lake, Davis County, Utah, and a portion of which, as more particularly described in Exhibit "A", shall constitute the property initially covered by this Declaration ("Original Property").

B. Declarants further reserve the right, pursuant to the terms of this Declaration, from time to time, to add all or any portion of certain other real property, more particularly depicted on Exhibit "B" as Foxboro Plats 6 and 8-18 (the "Annexable Property") to the Property.

NOW, THEREFORE, Declarants hereby declare that all of the Original Property, and, from the date(s) of respective annexation, all Property annexed pursuant to Article VI (collectively, the "Properties") shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following protective covenants, conditions, restrictions, reservations, easements, and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Properties (as defined in Article I below). The protective covenants, conditions, restrictions, reservations, easements, and equitable servitudes (the "Covenants") set forth below shall run with and burden the Properties and shall be binding upon all Persons, their heirs, successors and assigns having or acquiring any right, title or interest in the Properties, or any part thereof, and shall inure to the benefit of every portion of the Properties and any interest therein. In addition, the Covenants shall inure to the benefit of, be binding upon, and enforceable by, Declarants and any special assignees of Declarants pursuant to the rights assigned, and each Owner, their respective heirs, executors and administrators, and successive owners and assigns. All Lots within the Properties shall be used, improved and devoted exclusively to single Family residential use.

ARTICLE I

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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
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1. DEFINITIONS

1.1 "Annexable Property" shall mean all real property depicted on Exhibit B of this Declaration, as amended.

1.2 "Architectural Review Committee" or "ARC" shall mean the architectural review committee created pursuant to Article III below.

ACCOMMODATION
RECORDING ONLY
U.S. TITLE

1.3 "Architectural Committee Rules" shall mean the rules, if any, adopted by the Architectural Committee.

1.4 "City" shall mean the city, if any, in which the Properties are located.

1.5 "County" shall mean the county in which the Properties are located.

1.6 "Declarants" shall mean Portola Development Utah, LC; Foxboro Estates, LLC; Foxboro 50's, LLC; and Foxboro Villages, LLC, all Utah limited liability companies (each a separate entity), and any Person to whom they shall have assigned any rights hereunder of Declarants by an express written and Recorded assignment executed by the Declarants.

1.7 "Family" means (a) one or more natural persons related to each other by blood or legally related to each other by marriage or adoption, or (b) a group not so related who maintain a common household in a Residence on a Lot.

1.8 "Lot" shall mean any numbered portion of a parcel of real property shown upon any recorded plat of the Property together with any improvements constructed thereon, with the exception of the areas designated as lettered tracts and areas dedicated to the public. Each Lot shall be a separate freehold estate.

1.9 "Owner" shall mean the Person or Persons, including Declarants, holding fee simple interest of record to any Lot. The term "Owner" includes a seller under an executory contract of sale but excludes Mortgagees.

1.10 "Person" shall mean a natural individual, a corporation, or any other entity with the legal right to hold title to real property.

1.11 "Plat" shall mean the final plat maps of Foxboro 1A, Recorded on July 7, 2003, in Book 3326 of Plats, Page 1303; Foxboro 1B, Recorded on July 7, 2003, in Book 3226 of Plats, Page 1304; Foxboro Plat 2, Recorded on August 8, 2003, in Book 3349 of Plats, Page 794; Foxboro Plat 3, Recorded on August 8, 2003, in Book 3349 of Plats, Page 795; and Foxboro Plat 5, Recorded on August 20, 2003, in Book 3357, Page 482, and any other plat map(s) of additional parcel(s) subsequently Recorded, as said plat maps from time to time maybe amended or supplemented of record by Declarants, together with any maps which may, in the future, be Recorded with respect to the Annexable Property.

1.12 "Property" or "Properties" shall mean the real, personal, or mixed property described in Recital A above which is subject to this Declaration, and all property as may be brought within this Declaration pursuant to Article VII (the "Annexation").

1.13 "Record," "Recorded," "Recorder," "Filed" or "Recordation" shall mean, with respect to any document, the recordation of such document in the official records of the County Recorder of the County.

1.14 "Residence" shall mean a building located on a Lot designed and intended for use and occupancy as a residence by a single Family.

2. USE RESTRICTIONS

2.1 Use Restrictions. The Properties shall be held, used and enjoyed subject to the following restrictions and exemptions of Declarants set forth herein. The Architectural Review Committee shall have no responsibility or authority to enforce the terms of this Article II except as they specifically apply to construction, improvements and approval requirements for the Lots.

2.1.1 Single Family Residence. Each Lot shall be used as a residence for a single Family and for no other purpose. An Owner may rent his or her Lot to a single Family provided that the Lot is rented pursuant to a lease or rental agreement which is (a) in writing and (b) subject to all of the provisions of this Declaration.

2.1.2 Business or Commercial Activity. No part of the Properties may ever be used for any business, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purposes, including without limitation any activity for which the provider is compensated or receives any consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license. This paragraph does not preclude any of the above-described activities without external evidence thereof, provided that: (a) such activities are conducted in conformance with all applicable governmental ordinances; (b) the patrons or clientele of such activities do not visit the Lot or park automobiles or other vehicles within the Properties; (c) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside the boundaries of the Lot; and (d) such activities are consistent with the residential character of the Properties and conform with the applicable provisions of this Declaration. Nothing in this section shall preclude Declarants or others specifically authorized in writing by Declarants from maintaining one or more model homes and sales offices in such homes, conducting sales/marketing activities and providing signage on the Properties. Any other Person or entity (other than the Declarants) in the business of building and/or selling homes may only conduct sales activities in the Properties related to specific homes and lots in the Properties that the Person currently owns.

2.1.3 Landscaping. All front yard landscaping for each Lot shall be installed by the Owner of the home no later than ninety (90) days after the initial close of escrow or occupancy (whichever is earlier) of the Residence on the Lot. However, if seasonal temperatures do not permit installation of the landscaping at that time, the landscaping shall be installed by the Owner or at the Owner's direction within eight (8) months thereafter. "Front yard landscaping" for purposes of this section is defined as landscaping in the front yards between the front of the house and the sidewalk on the entire width of the lot excluding the driveway. Front yard landscaping shall include at least one (1) tree, combination of lawn, shrubs or ground cover. Front yard landscaping on corner lots shall include at least two (2) trees, lawn, shrubs or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants.

2.1.4 Fencing. No fence or other similar structure shall be erected in any required front yard of a home in excess of three feet in height; nor shall any fence or other similar structure be erected in any side or rear yard in excess of six feet in height. Front yard shall be defined as any lot area in front of the house structure facing the street. Any front yard fencing shall be limited to white vinyl fencing material and shall conform to city ordinance height restrictions. Any "return" fencing used in a sideyard from the side of a Residence to the Lot boundary shall be limited to six (6) foot tall white vinyl full-privacy fencing. Chain-link, wood, masonry, vinyl, and other fencing may be used for the side and rear yards along the Lot boundary. All fencing shall require approval by the Architectural Review Committee.

2.1.4.1 Community Specific Fencing.

(a) The Villages (North and South). Declarants shall install six (6) foot tall white vinyl full-privacy fencing to enclose the entire rear yard of each home within this Community as part of the home building process. At Close of Escrow for each home in the Community the fence becomes the responsibility of the Owner to maintain and repair. The fencing installed by Declarants shall only enclose the rear yard and not any portion along either side of the home. A map depicting the locations of this Community is attached as Exhibit C.

(b) Exeter and Brighton. Declarants shall install six (6) foot tall white vinyl full-privacy fencing "return" fencing for each home in this community as part of the home building process. At Close of Escrow for each home in the Community the fence becomes the responsibility of the Owner to maintain and repair. In addition, for those lots in this Community which back on to and/or are adjacent to the wetlands/open space corridor and trail access easements, rear and side yard fencing is limited to five (5) foot tall semi-private (alternating vertical slats and open space) white vinyl fencing. A map depicting the location of this Community is attached as Exhibit C.

(c) Cardiff. Declarants shall provide "return" fencing for each home in this Community utilizing six (6) foot tall white vinyl full-privacy fencing as part of the home building process. At Close of Escrow for each home in the Community the fence becomes the responsibility of the Owner to maintain and repair. A map depicting the location of this Community is attached as Exhibit C.

2.1.5 Building Location. No building shall be located on any Lot nearer to the front and side street line, if any, than the minimum building set back lines as required by the City.

2.1.6 Storage of Building Materials. No building material of any kind or character shall be placed or stored upon any Lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property

boundaries of the Lot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

2.1.7 Animal Restrictions. No animals, reptiles, poultry, fish, fowl or insects of any kind ("animals") may be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats, birds, rabbits, or fish may be kept, provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable quantities nor in violation of any applicable City or County ordinance or any other provision of the Declaration. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than three (3) pets per household.

2.1.8 Nuisances. No noxious or offensive activities may be engaged in upon the Properties or on any public street abutting or visible from the Properties. Furthermore, anything engaged in thereon which may become an annoyance or nuisance to the neighborhood is strictly prohibited.

2.1.9 Signs. Signs, billboards, and advertising structures on any Lot are prohibited. Subject to this restriction, a single sign, not more than 3 feet by 3 feet in size, advertising a specific unit for sale, house for rent or construction sign, may be displayed on the premises affected. Furthermore, Declarants are expressly exempted from this restriction and may erect such signs as are deemed necessary by Declarants for their construction and marketing activities so long as it owns any lots in the subdivision that may be subject to such activities.

2.1.10 Antennae. Owners are prohibited from installing any antennae or "dish" on a Lot or on the exterior of a home for any purpose, except: (i) an antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite service, that is one meter or less in diameter, or (ii) an antenna that is designed to receive video programming service or wireless internet service, including multichannel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, that is one meter or less in diameter or diagonal measurement. Any antenna that is designed to receive television broadcast signals shall be installed in the attic of the Residence.

2.1.11 Trash Disposal. The dumping, throwing or disposal of any trash, ashes or refuse on any portion of the Properties is strictly prohibited. All homes must subscribe to a city garbage disposal service. Garbage cans must be stored out of public view from the street and out of the front yard area, except within 24 hours of the weekly City trash pickup.

2.1.12 Temporary-type Structures. The use of temporary structures, including, but not limited to, trailer basements, tents, shacks, garages, barns or other out buildings as a residence, whether temporary or permanent is strictly prohibited.

2.1.13 Detached Buildings. Any detached accessory building erected on any Lot shall conform in design and materials with the Residence on the Lot, and in

accordance with the guidelines found in this Declaration, unless a variance is approved in writing by the Architectural Review Committee.

2.1.14 Parking and Storage. The placement of any inoperative vehicle on any Lot or adjacent street for more than 48 hours is prohibited. No vehicles of any kind shall be parked or stored on the front yard setback of any Lot, or within the side yard on the street side of a corner Lot. Semi-trucks and trailers may not be parked on the street except while loading or unloading. Trailers, mobile homes, trucks over one-ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access should be planned and provided for in the design of the Residence to permit ingress, egress and storage of trailers and recreational vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed in the front yard of a given lot. The front yard shall remain unoccupied and unobstructed by buildings, vehicles and/or hard surfaces such as asphalt, cement and packed surface. In the event of any conflict between the provisions of this section and any city or county requirements, the more restrictive provision shall control.

2.1.15 Maintenance. Every Lot, including the improvements thereon, shall be kept in good repair and maintained by the Owner thereof in a clean, safe and attractive condition.

2.1.16 Fuel Storage Tanks. No tank for storage of fuel may be installed or maintained in or on any lot.

2.1.17 Basements. All finished floor elevations shall be one foot above the top of the curb.

2.1.18 Prohibited Direct Access. Notwithstanding any other provision herein, there shall be no direct vehicular access to any streets from the backyards or sideyards of any Lot or through a common area tract or City-maintained area, and any such direct vehicular access is hereby prohibited.

2.2 Declarants' Exemption. Lots owned by Declarants (and by merchant-builders granted exemptions in writing by Declarants, (each being an "Exempt Builder")) are exempt from the provisions of this Article II, until such time as Declarants or Exempt Builder convey title to the Lot to a third-party. All activities of Declarants or such Exempt Builder reasonably related to their respective development, construction, sales, and marketing efforts, shall be exempt from the provisions of this Article II. This Section 2.2 may not be amended without Declarants' prior written consent.

2.3 Variance. Any exceptions to the provisions of Section 2.1 must be obtained by the written permission of the Owners of at least two-thirds (2/3) of the Lots within the

Properties. Any variance must also be in accordance with city and other governmental requirements. E 1920361 B 3393 p 486

ARTICLE III

3. ARCHITECTURAL CONTROL

3.1 Architectural Control. Except as to construction by Declarants, their affiliates and agents, no development, erection, construction, alteration, grading, addition, excavation, modification, decoration, redecoration or reconstruction of the visible exterior of any improvement, including without limitation any Residence, garage or outbuilding, or any other activity within the jurisdiction of the Architectural Review Committee pursuant to this Declaration ("Construction Activity") shall take place on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the ARC as to quality of workmanship, materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevations. No building, including, without limitation, garages and other out-buildings, shall be painted or repainted in other than its original colors until the color has been approved by the ARC.

3.2 Basic Architectural Requirements. No building shall be erected, altered, placed or permitted to remain on any Lot other than a Single Family Residence, and is not to exceed two (2) stories in height (multi-level or split-level homes not included) and a private garage for not less than one vehicle. One-story Residences shall have a minimum square footage of 900 finished square feet. Two-story Residences shall have a minimum of 1,200 square feet finished and multi-levels shall have a minimum of 1,000 finished square feet. Square footage of any style shall be measured excluding garages, porches, verandas, carports, patios, porches and steps. Power and telephone lines must be run underground. Any variances from these requirements must be approved in writing by the ARC, which approval may be withheld in the ARC's sole discretion. Housing construction costs must be a minimum of \$60,000.00 excluding the costs of the lot, loan costs, and closing. Exterior material may be brick, rock, vinyl siding, masonry siding, or stucco, or any combination thereof. The height of all Residences must be consistent with all applicable zoning and building codes. All Residences must comply with Declarants' specific architectural guidelines in effect at the time, which may be amended from time to time.

3.3 Submittals to ARC. Submittals to the ARC must comply with the provisions herein. Persons submitting proposals or plans and specifications to the ARC (any such Person is referred to in this Article III as the "Applicant") must obtain a dated, written receipt for such plans and specifications and furnish the ARC with the address to which further communications from the ARC to the Applicant are to be directed. The address of the ARC for submission of plans and specifications shall be Declarants' business address, c/o the Architectural Review Committee unless or until changed by the ARC or until the automatic resignation of Declarants' representatives pursuant to Article III, whichever occurs first. With each submission, the ARC may require a one-time review fee of up to \$250 for the costs of consultants or other professionals to assist the ARC in its duties hereunder.

3.3.1 Preliminary Drawings. The following information shall be the minimum to be initially submitted to the ARC for approval:

- (a) A plot plan to scale of the entire proposed site with buildings located and elevation of floors shown above or below a designated point on the street.
- (b) Floor plans of each floor level to scale.
- (c) Elevations to scale of all sides of the Residence.
- (d) One major section through the Residence.
- (e) Specifications of all outside materials to be used on the exterior of the Residence.
- (f) The color scheme for the Residence.

3.3.2 Working Drawings. "Working drawings" shall be submitted to the ARC for approval. ARC acceptance is required before construction is commenced. The Working Drawings shall include the following as a minimum:

- (a) Plot plans to scale showing the entire site, building, garages, walks, drives, fences, carriage lights, retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
- (b) One-eighth scale detailed floor plans on 11"x17" paper.
- (c) One-eighth scale detailed elevations, indicating all materials and showing existing and finished grades on 11"x17" paper.
- (d) Detailed sections, cross and longitudinal.
- (e) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.
- (f) Specifications shall give complete descriptions of materials to be used, and shall be supplemented with a notation of the colors of all materials to be used on the exterior of the Residence.

3.4 Approval and Disapproval. The ARC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, addition or other Construction Activity on the basis of satisfaction of the ARC with the grading plan; the location of the improvements on the Lot; the finished ground elevation; the color scheme, finish, design, proportions, architecture, shape, height, style, and appropriateness of proposed improvements; the effect on adjoining Lots; the materials to be used; the kinds, pitch or type of roof proposed;

the planting, landscaping, size, height, or location of vegetation on the front yard of the Lot; and on the basis of aesthetic considerations and the overall benefit or detriment to the Properties generally which would result from such improvement, alteration, addition or other Construction Activity. The ARC shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any proposal, plan or design from the standpoint of structural safety or conformance with building or other codes. **Each Owner shall be responsible for obtaining all necessary permits and for complying with all governmental requirements.**

3.5 No Waiver of Future Approvals. ARC approval of any proposals, plans and specifications or drawings ("Plans") requiring its approval or consent does not constitute a waiver of the right to withhold approval or consent for any subsequently submitted similar or additional plans.

3.6 Time Requirements. Until the ARC receives Plans or other materials deemed necessary by the ARC and the review fee (if any), the ARC may postpone review of any plans submitted for approval. Any application submitted pursuant to this Article III shall be deemed approved, unless the ARC's written disapproval or a request for additional information or materials is transmitted to the Applicant within forty-five (45) days after the date of receipt by the ARC of all required materials. ARC approval for any particular Construction Activity shall expire in six (6) months from the date of ARC approval. If substantial work pursuant to the approved Plans is not commenced within six (6) months of ARC approval, the Applicant will be required to resubmit its Plans to the ARC for approval pursuant to this Article III. All Construction Activities shall be performed as promptly and as diligently as possible and shall be completed within such reasonable time period as is specified by the ARC.

3.7 Pre-Approvals. The ARC may provide pre-approval of certain specified types or categories of Construction Activities. Provided that the affected Owner implements his or her Construction Activities in compliance with the standards for design, materials and other criteria established for such pre-approved Construction Activities no additional review by the ARC will be required. The ARC may from time to time adopt, supplement or amend the Architectural Rules to establish, expand, limit or otherwise modify the categories and criteria for any pre-approved Construction Activities. Therefore, it is the duty of the Owner to review the specifications for pre-approved Construction Activity before beginning any construction project.

3.8 Variance. The ARC may grant variances from the architectural provisions of this Declaration or the architectural rules it has adopted when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations may require. Such variances may include, without limitation, restrictions on height, size, floor area, placement of structures or similar restrictions. Such variances must be in writing and must be signed and acknowledged by a majority of the members of the ARC. If such variances are granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose, nor shall it affect in any way the Owner's obligation to comply with all laws and regulations of any governmental authority affecting the use of his Lot, including, but not limited to, zoning and building requirements of any governmental agency or entity having jurisdiction over the Properties, except as to the particular property and particular provision hereof covered by the variance.

3.9 Compensation of Members. The individual members of the ARC shall receive no compensation for services rendered. The ARC may require a review fee not to exceed \$250 to be paid with each submittal in order to cover the reasonable costs of review by consultants or other professionals to assisting the ARC in its duties hereunder.

3.10 Non-liability of ARC Members. Neither Declarants, the ARC, nor any members thereof, nor their duly authorized representatives shall be liable to any Owner for any loss, damage, or injury arising out of or in any way connected with the performance of the ARC's duties hereunder, unless due to willful misconduct. Plans and specifications approved by the ARC are not approved for: (a) engineering design; (b) compliance with zoning, building and safety ordinances, codes and other applicable statutes, ordinances or governmental rules and regulations; (c) compliance with the requirements or any public utility or compliance with any easements or other agreements. By approving any such plans and specifications, neither the ARC nor the members thereof, nor Declarants, their agents, employee, attorneys or consultants assume any liability or responsibility for any improvement constructed or any defect therein as a result of such plans and specifications.

3.11 Members of ARC. The ARC shall consist of three (3) members. The initial members shall be representatives of Declarants. Declarants reserve the right to appoint and remove any or all the members the ARC and to fill any vacancies on the ARC until the "Turnover Date." The Turnover Date shall be the first of either (a) the date on which a certificate of occupancy has been issued by the relevant governmental authority for all the Lots in the Properties, or (b) the date on which Declarants deliver written notice of withdrawal from the ARC to a majority of the Owners. Declarants may at any time assign in writing the powers of removal and appointment of the members of the ARC to the other Owners, in whole or in part, subject to such terms and conditions as Declarants may impose. After the Turnover Date, the other Owners shall have the power to appoint and remove all of the members of the ARC pursuant to Section 3.12 below. With the exception of ARC members appointed by Declarants, ARC members must be Owners. As of the Turnover Date, any representatives of Declarants remaining on the ARC shall be deemed to have automatically resigned and Declarants shall have no further right or obligation to participate on the ARC or enforce any of the covenants, conditions or restrictions of this Declaration.

3.12 Election of ARC Members. After the Turnover Date, appointment of any member of the ARC by the Owners shall be by election conducted as follows:

3.12.1 Voting Rights. Each Owner of a Lot shall be entitled to cast one (1) vote for every Lot owned. Votes may be cast in person or by written proxy. Proxies shall be revocable and shall automatically terminate after completion of the meeting for which the proxy was filed. In the event that more than one Person holds fee title to a Lot ("co-owners"), only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may from time to time all designate in writing one of their number to vote. Fractional votes are prohibited. Where no voting co-owner is designated, or if such designation has been revoked, the vote for such Lot shall be exercised as the majority of the co-owners of the Lot mutually agree. No vote shall be cast for any Lot where the co-owners present in person or by proxy owning the majority interests in such Lot cannot agree to said vote or other action. The nonvoting co-owners

shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot and shall be entitled to all other benefits of ownership.

3.12.2 Notice of Election. After the Turnover Date, any Owner (or the Declarants merely as a courtesy to the Owners), may call for an election meeting by (i) mailing to all Owners or (ii) posting in at least four (4) locations within the Properties which are conspicuous and readily accessible to all Owners, a written notice specifying the date, time, location and purpose of the meeting. Such notice shall be mailed or posted not less than (10) and not more than thirty (30) days before the meeting is to be held.

3.12.3 Quorum. A quorum for any such meeting shall be the presence in person or by proxy of no fewer than twenty-five percent (25%) of all Owners entitled to cast a vote ("Qualified Owners"). Absent a quorum, the Qualified Owners who are present at the noticed meeting may adjourn the meeting to a date, time and place specified prior to adjournment which is no less than five (5) and no more than thirty (30) days after the time of the noticed meeting. A quorum at such later "adjourned meeting" shall be the presence in person or by proxy of no fewer than ten percent (10%) of all Qualified Owners.

3.12.4 Conduct of Meeting. If a quorum is present at any meeting or adjourned meeting, the first item of business shall be the selection of a Director of Election who shall preside over the conduct of the meeting. The Qualified Owners shall act by majority vote of a quorum, except that members of the ARC shall be elected by plurality such that the individual receiving the highest number of votes shall be elected to fill first vacancy, the individual receiving the next highest number of votes shall be elected to fill a second vacancy (if any), and so on.

3.12.5 Term of Office. The term of office of each ARC member elected pursuant to this Section 3.12 shall be two (2) years, commencing on the date of election and extending until a successor is elected as provided above. Any such ARC member may succeed himself/herself, and there shall be no limit to the number of terms of any such member.

3.12.6 Removal. An ARC member may be removed from office at any time and for any reason by an election conducted and noticed pursuant to this Section 3.12. However, the ARC member to be removed must be given personal notice by mail or personal services within the time period provided for notice under Section 3.12.2, and have an opportunity to be heard at the election. Said member may only be removed by a majority of a quorum of Qualified Owners.

ARTICLE IV

4. ENFORCEMENT.

4.1 Enforcement. In the event of any claim, dispute or other matter arising under or relating to this Declaration, the Declarants or any aggrieved Owner may initiate any appropriate legal or equitable proceeding to enjoin, abate, restrain or otherwise remedy any

violation of the Restrictions. Prior to any aggrieved Owner initiating any such proceedings, the aggrieved Owner shall provide written notice of the grievance to the party allegedly responsible for the grievance, and if Declarants own any Lot in the Properties, the aggrieved Owner shall provide a copy of the written notice to Declarants. The covenants, conditions, and restrictions contained in this Declaration shall bind and inure to the benefit of and shall be enforceable by each Owner; said enforcement rights shall also be held by the Declarants until the date of close of escrow for the sale of all the Lots owned by Declarants in the Properties. Once close of escrow has occurred as to each of the Lots owned by Declarants in the Properties, Declarants shall have neither right nor obligation to enforce any of the terms of the Declaration. Notwithstanding any provision of this Declaration, Declarants shall have no obligation to enforce the provisions of Article II or to initiate litigation to enforce any of the terms of this Declaration.

ARTICLE V

5. LIMITED WARRANTY; MANDATORY BINDING ARBITRATION FOR MATTERS INVOLVING DECLARANT.

Each Owner, by taking title to a home, acknowledges and agrees as follows:

5.1 Limited Warranty by Declarants. Declarants or its affiliates may issue a "Home Builder's Limited Warranty" (the "Limited Warranty") regarding the homes to each initial third-party Owner upon the close of escrow. The Limited Warranty is currently administered by Professional Warranty Service Corporation, or its successor ("PWC"). The actual terms of the Limited Warranty are defined by the Limited Warranty documents themselves. If issued, a copy of the Limited Warranty will be provided to each initial third-party Owner, and may be obtained from PWC at its current address of P.O. Box 800, Annandale, VA 22003-0800. Each Owner whether an initial purchaser of a home or a subsequent purchaser, is hereby advised and agree that:

1. The Limited Warranty is the only warranty provided by the Declarants;
2. All allegations of "Construction Defects," as that term is defined in the Limited Warranty documents provided to the initial third-party Owner, will be resolved under and in accordance with, the Limited Warranty;
3. Final, binding arbitration is the sole remedy for resolving disputes involving alleged Construction Defects;
4. By taking title to a home, each Owner (whether an initial purchaser of a home or a subsequent purchaser) agrees to be bound by the terms of the Limited Warranty;
5. The length of time for coverage under the Limited Warranty shall be defined on the Limited Warranty Validation Form provided to the initial Owner.

5.2 MANDATORY BINDING ARBITRATION FOR MATTERS INVOLVING DECLARANTS. To the fullest extent permitted by law, all claims and disputes of any kind that an Owner may have arising from or in any way related to a home or homes involving the Declarant or any affiliate, general contractor, agent, employee, executing officer, manager, or Owner of Declarants (a "Dispute") shall be submitted to final and binding arbitration. Binding arbitration shall be the sole remedy for resolving disputes between the Declarants and any Owner. Disputes subject to binding arbitration include, but are not limited to:

1. Any disagreement that a condition in the home is a Construction Defect (as defined in the Limited Warranty) and is therefore covered by the Limited Warranty;
2. Any disagreement as to whether a Construction Defect has been corrected in compliance with the Limited Warranty;
3. Any alleged breach of the Limited Warranty;
4. Any alleged violations of consumer protection, unfair trade practice, or other statutes;
5. Any allegation of negligence, strict liability, fraud, and/or breach of duty of good faith, and all other claims arising in equity or from common law;
6. Any disputes concerning the issues that should be submitted to binding arbitration;
7. Any disputes concerning timeliness of performance and our Buyer's notifications under the Limited Warranty;
8. Any dispute as to the payment or reimbursement of the arbitration filing fee;
9. Any dispute as to whether the Limited Warranty, or any provision thereof, including, but not limited to, any waiver under the Limited Warranty, is unenforceable;
10. Any other claim arising out of or relating to the sale, design, or construction of the home, including, but not limited to, any claim arising out of, relating to or based on any implied warranty or claim for negligence or strict liability not effectively waived by the Limited Warranty.

The arbitration shall be conducted by Construction Arbitration Services, Inc. or such other reputable arbitration service that PWC shall select, at its sole discretion, at the time the request for arbitration is submitted. The rules and procedures of the designated

arbitration organization, that are in effect at the time the request for arbitration is submitted, will be followed.

The arbitration shall be governed by the United States Arbitration Act (9 U.S.C. §§ 1-16) to the exclusion of any inconsistent state law, regulation, or judicial decision. The award of the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

Each party shall bear its own attorneys fees and costs (including expert costs) for the arbitration. The arbitration filing fee and other arbitration fees shall be divided and paid equally as between the parties. This filing fee shall be no more than the amount charged to PWC by the arbitration service for arbitration of a Dispute. Contact PWC to determine the arbitration filing fee in effect at the time arbitration is requested. The arbitrator shall, as part of any decision, award to the party prevailing at the arbitration any applicable filing fees or other arbitration fees paid by that party.

If any Owner or the Declarants file a proceeding in any court to resolve any Dispute, such action shall not constitute a waiver of the right of such party or a bar to the right of any other party to seek arbitration of that or any other Dispute, and the Court shall, upon motion of any party to the proceeding, direct that such Dispute be arbitrated in accordance herewith.

The obligations of this Section 5.2 to submit all disputes to final, binding arbitration are wholly independent and separate from the rights and obligations under the Limited Warranty provisions of Section 5.1. In the event any home is not issued a Home Builder's Limited Warranty as described in Section 5.1, all Disputes shall be resolved by final, binding arbitration conducted by Construction Arbitration Services, Inc., or such other organization as the parties to the Dispute may agree, pursuant to the terms of this Section 5.2.

5.3 Obligation of Owners to Provide Copy of Limited Warranty Documents to Subsequent Purchaser. Each Owner that transfers his or her interest in a home shall provide a copy of the Limited Warranty to the subsequent owner and shall thereby transfer to the subsequent owner all remaining coverage for the home under the Limited Warranty.

5.4 Amendment Requires Consent of Declarants. Notwithstanding any other provision of this Declaration, this Article 5 and its subsections may not be amended except with the written consent of the Declarants.

ARTICLE VI

6. RESERVATION OF EASEMENTS

6.1 Easements on Plat. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Recorded Plat.

6.2 Reservation of Easements. Declarants hereby reserve for the benefit of each Owner and such Owner's Lot reciprocal nonexclusive easements over the adjoining Lot or Lots for the control, maintenance and repair of the utilities serving such Owner's Lot. Declarants expressly reserve for the benefit of all the real property in the Properties, and for the benefit of all the Lots and of the Owners, reciprocal nonexclusive easements over all Lots, for maintenance and repair of utility services, drainage and flow of water from the Lots resulting from the normal use of adjoining Lots, and maintenance and repair of any Residence. Declarants and the Owners of Lots on which there is constructed a Residence along or adjacent to a Lot line shall have an easement appurtenant to such Owner's Lot over the Lot line of the adjacent Lot for the purposes of accommodating any natural movement or settling of such Residence, any encroachment of such Residence due to minor engineering or construction variances, and any encroachment of eaves, roof overhangs and architectural features comprising parts of the original construction of such Residence located on such Lot.

6.3 No Limitation. This Declaration shall in no way limit the right of Declarants to grant additional licenses, easements, reservations and rights-of-way to itself, governmental or public authorities (including without limitation public utility companies), or to others, as from time to time may be reasonably necessary to the proper development and disposition of each lot within the Properties.

ARTICLE VII

7. ANNEXATION

7.1 Right of Annexation. Declarants hereby expressly reserve the right to expand the Property without the consent of any Owner, Mortgagee or any other party with an interest in the Property until fifteen (15) years from the date of recording of this Declaration by annexing all or any portion of the Annexable Property. The annexation of any or all of the Annexable Property shall be accomplished by the Declarants recording with the County Recorder a Declaration of Annexation. However, Declarants shall not be obligated to annex all or any portion of the Annexable Property, and may annex non-contiguous portions of the Annexable Property at its sole discretion. A Declaration of Annexation annexing property as permitted hereunder may contain such complementary additions and modifications of the Covenants, Conditions and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the general plan of this Declaration. In no event, however, shall any such document revoke, modify or add to the covenants established by this Declaration and applicable to the Original Property or to any property previously covered by a recorded Declaration of Annexation. Declarants hereby expressly reserve the right from time to time to unilaterally supplement or modify by recorded instrument the description of the Annexable Property described in Exhibit "B" of this Declaration.

7.2 Effect of Annexation. Upon the effective date of an annexation pursuant to this Article VII: (a) the property so annexed shall immediately be and become a part of the Property and be subject to all of the provisions hereof; (b) any Lot then or thereafter constituting a part of the annexed property, and the Owner of such Lot, shall thereupon be subject to all of the provisions of this Declaration; and (c) improvements then or thereafter situated upon the annexed

property shall be subject to the provisions of this Declaration and shall be reasonably consistent, in terms of quality of construction, with the improvements situated upon other portions of the Property prior to such annexation.

7.3 Withdrawal. Notwithstanding any other provisions of this Declaration, Declarants reserve the right to amend this Declaration so long as it has the right to annex additional property pursuant to this Article VI, for the purpose of removing property then owned by the Declarants or their assignees from coverage of this Declaration, to the extent originally included in error or as a result of any changes in Declarants' plans for the Property, provided such withdrawal is not unequivocally contrary to the overall scheme of development for the Property.

7.4 No Obligation to Annex. Nothing herein shall constitute a representation, warranty or covenant that Declarants, their successors or assigns, or any other Person will subject any additional property to the provisions of this Declaration, nor shall Declarants, their successors or assigns, or any other Person be obligated so to do, and Declarants may, by recorded instrument executed by Declarants, waive its rights so to do, in whole or in part, at any time or from time to time.

7.5 FHA/VA Approval. In the event that, and for so long as, the FHA or the VA is insuring or guaranteeing loans or has agreed to insure or guarantee loans on any portion of the Annexable Property with respect to the initial sale by Declarants or builder to the initial purchaser of any Residence, a condition precedent to any annexation of any property other than the Annexable Property shall be written confirmation by the FHA or the VA that the annexation is in accordance with the development plan submitted to and approved by the FHA or the VA; provided, however, that such written confirmation shall not be a condition precedent if at such time the FHA or the VA has ceased to regularly require or issue such written confirmations.

ARTICLE VIII

8. Miscellaneous

8.1 Severability. The provisions hereof are independent and severable, and a determination of invalidity or partial invalidity or unenforceability of any one provision or portion hereof by a court of competent jurisdiction does not affect the validity or enforceability of any other provision hereof.

8.2 Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community, and any violation of this Declaration is a nuisance. The Article and Section headings have been inserted for convenience only, and may not be considered or referred to in resolving questions of interpretation or construction. As used herein, the singular includes the plural and the plural the singular; and the masculine, feminine and neuter each include the other, unless the context dictates otherwise.

8.3 Amendment Prior to First Close of Escrow. Notwithstanding any other provisions of this Declaration, at any time prior to the first Close of Escrow in the Properties,

Declarants may unilaterally amend or terminate this Declaration by Recording a written instrument which effects the amendment or termination and is signed and acknowledged by Declarants.

8.4 Amendment for Conformance. Notwithstanding any other provisions of this Declaration, for so long as any Declarant owns any portion of the Properties, such Declarant may unilaterally amend this Declaration by Recording a written instrument signed by Declarants in order to conform this Declaration to the requirements of Veterans Administration, Federal Housing Administration, Department of Real Estate, Federal National Mortgage Association, Government National Mortgage Association or Federal Home Loan Mortgage Corporation.

8.5 Amendment or Termination by Owners. This Declaration may be terminated or any term herein may be amended by Recording a written instrument which effects the amendment or termination, and which has been executed by the then-Owners of at least three-fourths (3/4) of all of the Lots in the Properties. However, as long as any Declarant owns a Lot, the Declaration may not be amended or terminated without the written consent of such Declarant.

8.6 No Public Right or Dedication. Nothing contained in this Declaration constitutes a gift or dedication of all or any part of the Properties to the public, or for any public use.

8.7 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Properties does hereby consent and agree, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Properties or any portion thereof.

8.8 Additional Disclosures, Disclaimers and Releases of Certain Matters. Without limiting any other provision in this Declaration, by acceptance of a deed to a Lot or possession of a Lot, each Owner (for purposes of this Section 7.8, the term "Owner" shall include the Owner, resident, and their respective families, guests and tenants), shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

- (a) Residential subdivision and new home construction are subject to and accompanied by substantial levels of noise, dust, construction-related traffic and traffic restrictions, and other construction-related "disturbances." Each Owner acknowledges and agrees that it is purchasing a Lot and/or Residence which is within a residential subdivision currently being developed, and that the Owner will experience and accepts substantial levels of construction-related "disturbances" until the subdivision, and any neighboring or nearby land, have been completed and sold, and that such construction-related "disturbances" are not a violation of any restriction herein;

(b) The Property is or may be located adjacent to or nearby a religious center and subject to levels of traffic, sound, noise and other disturbances resulting from proximity to such religious center;

(c) The Property is or may be located adjacent to or nearby neighboring commercial and/or industrial uses and subject to levels of traffic, sound, noise and other disturbances resulting from proximity to such commercial and industrial uses;

(d) The Property is or may be located immediately adjacent to or nearby major roadways, including the Legacy Highway and Interstate Highway I-215 and subject to levels of traffic, noise, dust, and other disturbances from such roadways and vehicles;

(e) Declarants hereby specifically disclaim any and all representations or warranties, express or implied, with regard to or pertaining to roads and/or noise, dust, and other disturbances therefrom;

(f) A ditch and wetlands are currently located near the center of the Property and that the creek may subject the Property to the presence of wildlife, disturbances, and dangers inherent in such a feature, as well as possible high water flow or flooding from time to time. Declarants have no control over water flow through the creek or the existence or nonexistence of the creek in the future;

(g) The Property is or may be located adjacent to or nearby a school, and subject to levels of noise, dust, and other disturbances resulting from proximity to such school or otherwise related to such school;

(h) The Lot and other portions of the Property are or from time to time may be located within or nearby certain airplane flight patterns, and/or subject to significant levels of airplane traffic and noise;

(i) The Property is or may be located adjacent to or nearby a storm drain detention basin(s) or channel(s) and may be subject to certain disturbances resulting from proximity to such detention basin(s) or channel(s);

(j) Certain Lots on the Property are or may be subject to certain sewer, secondary water, and natural gas pipeline easements, and may be subject to disturbances associated with the use and maintenance of these facilities; and

(k) The Property is located near Stericycle, Inc., a regulated medical waste incinerator operation. As a result, the Property may encounter certain industrial-like conditions, including, but not limited to,

truck and traffic noises, parking lot lights, steam, and other similar or typical plant conditions. Additional information regarding Stericycle, Inc. may be obtained by contacting its plant operations manager at 90 North 1100 West, North Salt Lake City, Utah 84054, telephone no. 801-936-1171 or by visiting its website at www.stericycle.com.

8.9 Releases. By acceptance of a deed to a Lot, each Owner, for itself and all Persons claiming under such Owner, shall conclusively be deemed to have acknowledged and agreed: (a) that Declarants specifically disclaim any and all representations and warranties, express and implied with regard to any of the foregoing disclosed or described matters (other than to the extent expressly set forth in the foregoing disclosures); and (b) to fully and unconditionally release Declarants and the ARC, and their respective officers, managers, agents, employees, suppliers and contractors, from any and all loss, damage or liability (including, but not limited to, any claim for nuisance or health hazards) related to or arising in connection with any disturbance, inconvenience, injury, or damage resulting from or pertaining to all and/or any one or more of the conditions, activities, and/or occurrences described in the foregoing portions of this Declaration.

8.10 Duration. This Declaration shall have perpetual duration. If Utah law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration shall automatically be extended at the expiration of such period for successive 20-year periods unless terminated as provided above.

8.11 Business of Declarants. Except to the extent expressly provided herein, no provision of this Declaration shall be applicable to limit or prohibit any act of Declarants, or of Woodside Homes Corporation, or their respective agents or representatives in connection with or incidental to their improvement, development, or sales and marketing activities regarding the Properties, so long as any Lot therein is owned by any Declarants or by Woodside Homes Corporation.

IN WITNESS WHEREOF, Declarants have executed the instrument this 3rd day of October, 2003.

DECLARANTS

PORTOLA DEVELOPMENT UTAH, LC,
a Utah limited liability company

By: Woodside Homes Corporation,
Its Manager

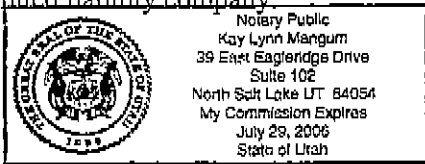
By: [Signature]
Nathan W. Pugsley
Its: Senior Vice President

FOXBORO ESTATES, LLC; FOXBORO 50's, LLC;
FOXBORO VILLAGES, LLC,
all Utah limited liability companies

By: [Signature]
Nathan W. Pugsley
Their: Manager

STATE OF UTAH,)
) :SS
County of Davis.)

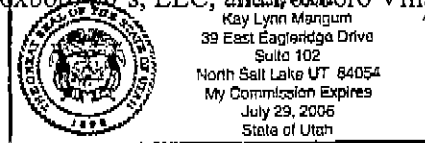
On the 3rd day of October 2003, personally appeared before me Nathan W. Pugsley who being by me duly sworn did say that he, Nathan W. Pugsley, is the Senior Vice President of Woodside Homes Corporation, a Utah corporation, the Manager of Portola Development Utah, LC, a Utah limited liability company.



[Signature]
Notary Public

STATE OF UTAH,)
) :SS
County of Davis.)

On the 3rd day of October 2003, personally appeared before me Nathan W. Pugsley who being by me duly sworn did say that he, Nathan W. Pugsley is the Manager of Foxboro Estates, LLC; Foxboro 50's, LLC; and Foxboro Villages, LLC, that executed this instrument.



[Signature]
Notary Public

EXHIBIT "A"

ORIGINAL PROPERTY

The Original Property is described as follows:

Parcel 1B: Lots One hundred and one (101) through One hundred seventy nine (179), inclusive, of Foxboro as shown by map thereof in **Book 3326 of Plats, Page 1304**, in the Office of the County Recorder of Davis County, Utah; and

Parcel 2: Lots Two hundred and one (201) through Two hundred and thirty (230), inclusive, of Foxboro as shown by map thereof in **Book 3349 of Plats, Page 794**, in the Office of the County Recorder of Davis County, Utah; and

Parcel 3: Lots Three hundred and one (301) through Three hundred and thirty (330), inclusive, of Foxboro as shown by map thereof in **Book 3349 of Plats, Page 795**, in the Office of the County Recorder of Davis County, Utah; and

Parcel 4: Lots Four hundred and one (401) through Four hundred and thirty nine (439), inclusive, of Foxboro as shown by map thereof in **Book 3349 of Plats, Page 796**, in the Office of the County Recorder of Davis County, Utah; and

Parcel 5: Lots Five hundred and one (501) through Five hundred and thirty nine (539), inclusive, of Foxboro as shown by map thereof in **Book 3357 of Plats, Page 482**, in the Office of the County Recorder of Davis County, Utah; and

EXHIBIT "B"

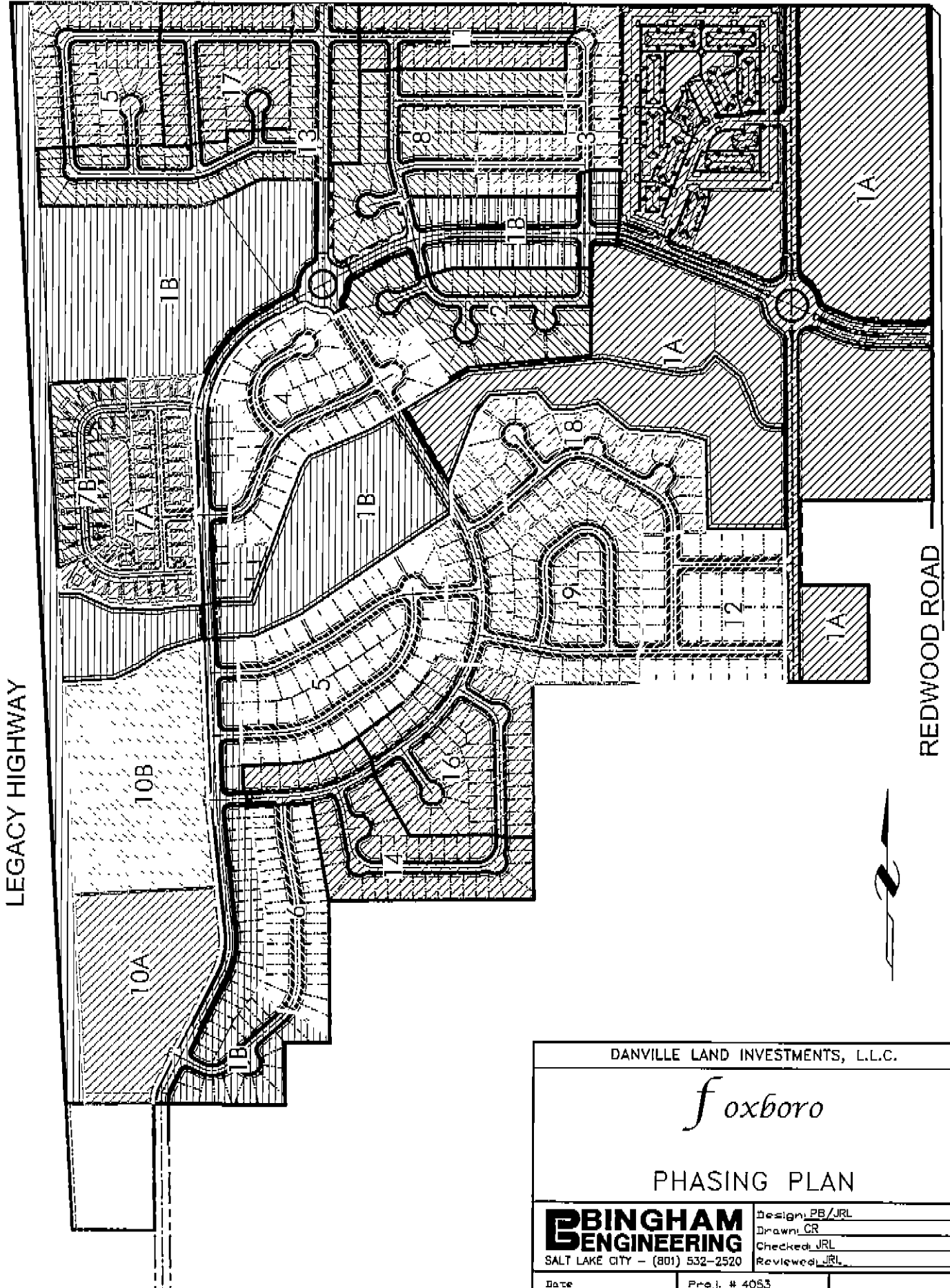
ANNEXABLE AREA

The Annexable Area is described as follows:

All real property comprising plats 6 and 8 through 18, inclusive, of Foxboro, as such real property are described on the respective Recorded plats for such property, and which are described by the map attached hereto.

EXCEPTING THEREFROM ONLY: the "Original Property" described on the foregoing Exhibit "A".

[NOTE: DECLARANTS HAVE SPECIFICALLY RESERVED THE RIGHT FROM TIME TO TIME TO UNILATERALLY SUPPLEMENT, MODIFY OR RECORD ANY AND ALL OF THE FORGOING LEGAL DESCRIPTIONS]



DANVILLE LAND INVESTMENTS, L.L.C.

Foxboro

PHASING PLAN

BINGHAM ENGINEERING

SALT LAKE CITY - (801) 532-2520

Design: PB/JRL
Drawn: CR
Checked: JRL
Reviewed: JRL

Date

Proj. # 4053

EXHIBIT "C"

COMMUNITY LOCATION MAP

When Recorded. Return to:

Portola Development Utah, LC; Foxboro Estates, LLC;

Foxboro 50's, LLC; and Foxboro Villages, LLC

Attn: Nate Pugsley

39 East Eagleridge Drive, Suite 100

North Salt Lake, UT 84054

