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DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

FOR

COPPER VALLEY PLANNED UNIT DEVELOPMENT

A Residential Community in the Township of Magna, Salt Lake County, State of Utah

ARTICLE I DEFINITIONS

Unless the context clearly requires otherwise, the following terms used in this Declaration shall have the following meanings:

“Association” shall mean and refer to the Copper Valley Owners Association, Inc., a Utah non-profit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and officers.

“Common Area” shall mean the entryways to the Property, including the gates and signage thereon, the private streets located within the Project, landscaped areas and park areas that are located within the Property but are not part of any particular Lot, signs, recreational facilities, including any playgrounds or pavilions installed by Declarant, and any other improvements or common facilities located within the Common Areas designated as Common Areas “A” through “G” on the Plat. The Common Area is owned separately by the Association, and the recordation of the Plat and this Declaration shall operate to convey title to the Common Area to the Association.

“County” shall mean Salt Lake County, Utah, and its appropriate departments, officials and boards.

“Declarant” shall mean Fieldstone Homes Utah, L.L.C., a Utah limited liability company, and its successors and assigns (as to Lots 5 through 51 of the Project) and the other undersigned persons (as to Lot 4).

“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 garage.

“First Mortgage” shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument encumbering a Lot recorded in the records of the Salt Lake County Recorder’s Office, having priority of record over all other recorded liens except those governmental liens made superior by statute.

“First Mortgagee” shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

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

“Lot” shall mean any numbered building Lot shown on any official plat of all or a portion of the Property. Ownership of the Lots is subject to the provisions of this Declaration, the public utility easements shown on the Plat, and any other information, notes, or provisions set forth on the recorded Plat, as the same may be duly amended with approval from the County.

“Member” shall mean each Owner of a Lot that is subject to assessment hereunder and Declarant. Membership in the Association is appurtenant to, and may not be separated from, ownership of a Lot.

"Owner" shall mean the person or persons having title to any Lot within the Project (i.e., Lots 4 through 51 as depicted on the Plat). 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, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. Owner shall not include any person or entity holding title to Lots 1 through 3 as shown on the Plat.

"Plat" shall mean an official subdivision plat of any portion of the Property, as approved by the County and recorded in the office of the Salt Lake County Recorder, as such plat may be amended from time to time.

"Property" or "Project" shall mean the real property described in Exhibit "A" hereto; provided, however, that notwithstanding anything to the contrary in this Declaration, Lots 1, 2 and 3 – as depicted on the Plat – shall not be subject to the provisions of this Declaration. Hence, for purposes of this Declaration, the Project is comprised of forty-eight (48) lots, consisting of Lots 4 through 51 as shown on the Plat.

"Subdivision Improvements" shall mean all improvements and facilities to be installed outside of the boundaries of Lots or within easements, as identified on the Plat, including those items that are necessary to provide access and utility service to the Lots and items required by the County as a condition of its approval of this planned unit development.

ARTICLE II RESTRICTIONS ON ALL LOTS

2.1 Zoning Regulations. The zoning ordinances of the County and any applicable building, fire, and health codes are in full force and effect in the Property, and no Lot may be occupied or used in a manner that is in violation of any such ordinances or codes.

2.2 Business or Commercial Uses. No portion of the Property may be used for any commercial, mining, or business use. Nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during construction of the Subdivision Improvements and construction of homes on the Lots, or (b) the conduct of a home occupation entirely within a Dwelling. No home occupation will be permitted which requires or encourages clients, customers, patients or others to come to a Dwelling to conduct business, or which requires any employees outside of the Owner's immediate family or household.

2.3 Restriction on Signs. No signs will be permitted on any Lot within the Property, except for (a) traffic control signs placed by the County, temporary signs warning of some immediate danger, (b) signs indicating the Lot or a home thereon is for sale, which sign must be placed in accordance with County sign regulations and shall not exceed nine (9) square feet in size, and (c) signs stating the address or the name of the owner of a Lot. Notwithstanding the foregoing, the Declarant may erect and maintain a sign at the entrance to the Property for a period of no more than five years after the recordation of the Plat, announcing the availability of Lots and homes, and giving sales information.

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

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

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR COPPER VALLEY PLANNED UNIT DEVELOPMENT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER VALLEY PLANNED UNIT DEVELOPMENT (this "Declaration") is made as of this ____ day of February, 2007, by each of the undersigned persons and entities who currently hold title to the subject real property (collectively referred to herein as the "Declarant").

Recitals:

A. Declarant is the Owner of certain real property located in Salt Lake County, Utah, more particularly described on Exhibit "A" to this Declaration and more fully defined in the "Definitions" section of Article I below (the "Property" or "Project"). The Project is commonly known as the Copper Valley Planned Unit Development. Declarant has recorded, or will record, a plat against the Property with the Salt Lake County Recorder's Office, which plat creates the residential lots depicted on the plat. This Declaration is being imposed on the Property, and is intended to create binding servitudes that run with the land of the Property.

B. Declarant intends to develop a residential planned unit development or "PUD" on the Property, and to convey all of the lots therein subject to a general plan of development and to the covenants, conditions and restrictions set forth in this Declaration.

Declaration:

NOW THEREFORE, Declarant declares as follows:

All lots within the Property 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. 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 Property. The covenants, conditions and restrictions contained herein are intended to and shall run with the title of the land, and shall be binding upon the successors, assigns, heirs, and any other persons holding any ownership or possessory interest in the Property, and shall inure to the benefit of all other lots (and the owners thereof) and the Association.

The covenants, conditions, and restrictions shall be binding upon the Declarant and its successors in interest, and may be enforced by the Declarant, the Association, or by any Owner, as hereinafter defined. 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 Improvements, as hereinafter defined; (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, subject to applicable laws and ordinances; and (4) Assignment of Declarant's rights under this Declaration in whole or part to one or more parties.

Notwithstanding any applicable theory relating to a mortgage, deed of trust or similar instrument, the term Lot Owner, Owner, or Owners shall not mean or include the mortgagee or beneficiary or trustee under a deed of trust or mortgage instrument unless and until such party has acquired legal title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

2.6 **Livestock, Poultry and Pets.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except as follows: dogs, cats or other household pets may be kept so long as they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control; and, no more than two such household pets of over six months of age shall be kept on any Lot. "Control" for the above purposes shall mean on a leash or lead, within a vehicle, within the residence of the owner, or within the fenced confines on the Lot. Fierce, dangerous or vicious animals, or animals that cause a nuisance by barking or other offensive activity, as determined in the reasonable judgment of the Board of the Association, shall not be permitted.

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

2.8 **Service Yards.** No clothes lines, service yards, or storage yards shall be permitted. Exterior mechanical equipment must be screened in a manner approved by the Board so that it is not visible from adjoining Lots, except as provided herein.

2.9 **Maintenance of Property; Cleanliness.** All Lots and the Improvements and landscaping on them shall be maintained in a clean, sanitary, and attractive condition at all times. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of Improvements) 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. Each Lot Owner shall be responsible to maintain his or her Lot and all Improvements and landscaping on the Lot in an attractive manner so as to not detract from the appearance and ambiance of the Project. If any Lot is not maintained in accordance with these standards, the Board may notify the Owner of the offending Lot. If the Owner of the offending Lot does not remedy the violation(s) within thirty (30) days of such notice, the Board may perform the maintenance and other actions reasonably necessary to bring the Lot into compliance with the provisions of this Declaration, and all costs and expenses incurred by the Association in remedying the violations shall be assessed against the Lot and the Owner of the offending Lot, and shall be collected, enforced and secured by the same assessment lien and enforcement provisions securing payment of regular assessments under the provisions of Article V.

2.10 **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.

2.11 **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, which would cause the cancellation of conventional homeowners insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess or those reasonable and customary for household uses, the discharge of firearms or fireworks other than in connection with celebration of the 4th of July and 24th of July holidays, and setting open fires (other than properly supervised and contained barbecues).

2.12 **Annoying Sounds.** No speakers, wind-bells, wind chimes, 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 to adjoining Lots, except for security or fire alarms.

2.13 **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.

2.14 Transient Lodging Prohibited. 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 commercial accommodations. No lease of any Dwelling shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval or time fractional ownership.

2.15 Re-Subdivision. No Lot may be re-subdivided without the consent of the Board and the County, and no re-subdivision of any Lot may result in the construction of any additional Dwellings within the Lot.

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

2.17 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.

2.18 Trash and Rubbish. All Lots (improved or unimproved) shall be kept free of rubbish, weeds, and other unsightly items, and shall be maintained in such a manner as not to detract from the residential quality of the Property. Trash, rubbish, garbage or other waste shall not be kept except in covered containers. Garbage and trash receptacles shall be permitted when kept in a visually screened enclosure, such that the garbage and trash receptacles are not visible from the improved roads within the Property.

2.19 Vehicles Restricted to Roadways. No motor vehicle will be operated on the Property except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Lot except for ingress and egress or while loading the equipment for lawful transport on public streets. No vehicle parking shall be permitted in front or visible side yards other than on designated driveways.

2.20 Kennels. No kennel or dog run may be placed or maintained closer than 20 feet to any Dwelling other than the Dwelling on the Lot where the kennel or dog run is maintained.

ARTICLE III PROPERTY RIGHTS IN THE COMMON AREA

3.1 Owners' Right of Enjoyment. Subject to the provisions of this Declaration, every Owner shall have a nonexclusive right to enjoy and use the facilities, if any, within the Common Area, and such right shall be appurtenant to and shall pass with the title to every Lot.

3.2 Extent of Owners' Right. The right of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to promulgate and publish rules and regulations with which each Member shall strictly comply, and such rules and regulations shall be reasonably related to protecting the Association's interests; and

(b) The right of the Association to close or limit the use of the Common Area while maintaining, repairing and making replacements in the Common Area.

3.3 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area to the members of his family, tenants, or contract purchasers who reside on his Lot.

3.4 Use of Common Area.

(a) No use shall be made of the Common Area which will in any manner violate the statutes, rules, or regulations of any governmental authority having jurisdiction over the Common Area.

(b) No Owner shall engage in any activity which will temporarily or permanently deny free access to any part of the Common Area to other Owners/Members, nor shall any Owner place any structure or fence, except those installed by Declarant, whatsoever upon the Common Area.

(c) The use of the Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

(d) The owners of Lots 1, 2 and 3 (as said Lots are shown on the Plat), and their respective guests and invitees, shall not be allowed to use the Common Areas unless and until an agreement is reached between said owners and the Association regarding the terms, conditions and fees governing their use of the Common Areas.

3.5 Association Ownership of Common Area. The Common Area is owned and controlled by the Association.

3.6 Maintenance of Common Area. The Association shall, at all times, engage an independent management company to maintain the Common Area in a clean, attractive and safe condition.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS: THE ASSOCIATION

4.1 Membership. Every Owner shall be a Member of the Association. Membership is appurtenant to and may not be separated from ownership of any Lot. Each Lot shall be entitled to one vote and the vote for such Lot shall be exercised by the Owner or Owners as they determine. Thus, since there are forty-eight (48) Lots in this Project, there shall be a total of forty-eight (48) votes. The owners of Lots 1 through 3, as shown on the Plat, are not members of the Association and shall have no voting rights in the Association.

4.2 Directors of the Association. The affairs of this Association shall be managed by a board of three (3) directors (the "Board") initially. When Declarant relinquishes control of the Board pursuant to Section 4.3 below, the Board shall be managed by at least three (3) and no more than five (5) directors. Directors shall meet the qualifications described in the Articles of Incorporation and Bylaws of the Association.

4.3 Management of the Association. From the date of formation of the Association until the termination of Declarant's control as provided below, Declarant shall have the right to appoint and remove any and all members of the Board of Directors of the Association. The period of Declarant's control of the Association shall terminate sixty (60) days after conveyance of the last Lot owned in the Project by Fieldstone Homes of Utah, L.L.C. or its assign. Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant's control, but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Board, as described in an instrument executed and to be recorded by Declarant, be approved by Declarant before they become effective.

4.4 Officers of the Association. The officers of this Association shall be as set forth in the Bylaws of the Association. The affairs of the Association shall be conducted in a manner that is consistent with the provisions of this Declaration and the Bylaws of the Association.

4.5 Association Right to Enforce Covenants. The Association shall have the right, separate and apart from any individual Owner's right, to enforce any of the covenants, conditions and restrictions contained in this Declaration.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) all costs or expenses incurred by the Association as a result of the actions or inactions of an Owner, including, without limitation, all costs and expenses incurred by the Association pursuant to the provisions of this Declaration, including, without limitation, the obligation of the Association to maintain, repair and, if necessary, replace the Common Areas and the facilities or Improvements located on the Common Areas. These assessments (general and special) and costs and expenses, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessments, costs or expenses are made. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without setoff or deduction. The lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage or deed of trust on real property. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Board of Directors or managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by the managing agent of the Association and may be recorded in the county recorder's office in the county where the applicable Lot is located. The lien for each unpaid assessment attaches to each Lot at the beginning of each assessment period and shall continue to be a lien against such Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot against which it is filed and collected as part and parcel thereof. Each assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass from them. The Association's lien on a Lot for assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Utah or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

5.2 No Assessments. Notwithstanding any other provision to the contrary of this Declaration, no assessments or assessment liens shall be due, owing, or accrue on any Lot prior to the date on which a Certificate of Occupancy has been issued by the County. If a Lot is owned by Fieldstone Homes Utah, L.L.C. ("Fieldstone") at the time of issuance of a Certificate of Occupancy for such Lot, no assessments or assessment liens shall be due, owing, or accruing on such Lot until it is sold and conveyed by Fieldstone to a purchaser of such Lot.

5.3 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Property and, to the extent not performed by the applicable governmental entity, to pay for the maintenance and insurance of the Common Area.

5.4 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or at such lesser rate as may be set from time to time by the Association, and the Association may also assess a monthly late charge thereon. The Association may bring an action at law against the Owner personally obligated to pay the same, and may foreclose the lien against such Owner's Lot, and in the event a judgment is obtained, such judgment shall include interest on the assessment and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges, costs or fees, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. In any action brought by the Association (or counterclaim or cross claim brought by the Association) to collect assessments or to foreclose a lien for unpaid assessments, the Association shall be entitled to have a receiver of the Owner to collect all sums alleged to be due from the Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's assessments of any kind or nature permitted hereunder.

5.5 Successor's Liability for Assessments. Notwithstanding any terms and provisions of this Declaration to the contrary, the sale or transfer of any Lot shall not affect the lien for assessments, charges, costs or fees levied hereunder, except that sale or transfer of a Lot pursuant to foreclosure of a First Mortgage or any proceeding in lieu thereof, shall extinguish the lien of Association assessments, but not the personal obligation of the Owner for the payment of assessments, which became due after the recording of the First Mortgage and prior to any such sale or transfer or foreclosure, or any proceeding in lieu thereof except to the extent the lien of the Association has priority over the First Mortgage under Section 9.1 below; provided, however, that any such assessments, charges, costs or fees which are extinguished as provided herein may be reallocated and assessed to all Lots. A First Mortgagee may be personally liable for any unpaid assessments, charges, costs or fees, or portion thereof, accruing against a Lot prior to the time such First Mortgagee takes title to such Lot, but only to the extent that the lien of the Association has priority over the First Mortgage under Section 9.1 herein. No such sale, transfer, foreclosure or any proceeding in lieu thereof, shall relieve any Owner from liability for any assessments, charges, costs or fees, or any portion thereof, thereafter becoming due, nor such Owner's Lot from the lien for such subsequent assessments, charges, costs and fees.

5.6 Statement Regarding Assessments. The Association shall furnish to an Owner or such Owner's designee or to a holder of a Security Interest or its designee upon written request, delivered personally or by certified mail, first class, postage prepaid, return receipt requested, to the Association's registered agent, a statement setting forth the amount of any unpaid assessments currently levied against such Owner's Lot. The statement shall be furnished within fourteen (14) business days after receipt of the request and is binding on the Association, the Board and every Owner. If no statement is furnished to the Owner or holder of a Security Interest or their designee, delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a priority lien upon the Lot for unpaid assessments which were due as of the date of the request. "Security Interest" as

used herein shall mean an interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

ARTICLE VI ARCHITECTURAL RESTRICTIONS

All Improvements on any Lot shall be subject to the following restrictions and design standards:

- 6.1 Number of Dwellings. Only one single family residence may be constructed on any Lot.
- 6.2 Guest Houses, Barns and Out Buildings. Guest houses, barns, out buildings and all other storage buildings must conform to the Dwelling on the Lot in style and materials, including roof material, and must be approved in advance by the County.
- 6.3 Dwelling Size. Dwelling size requirements are as follows:
 - (a) A Rambler, One-story home shall have not less than 1,000 square feet of space on the main floor.
 - (b) A two-story home shall have not less than 600 square feet on the main floor.
- 6.4 Dwelling Height and Width. No structure shall exceed two stories above the main floor or ground level for living space or be more than thirty-five feet above a point representing the average grade at the front setback line.
- 6.5 Dwelling Setback and Placement. All front, rear and side-yard setback requirements of the County shall be satisfied, according to the approved Plat for this Project.
- 6.6 Exterior Requirement. No structure shall be built with less than 100% of the front face of the structure being constructed of either brick, stone or stucco. Side and rear exteriors may be constructed of industry-standard vinyl siding.
- 6.7 Antennas. All antennas must be enclosed within the Dwelling. Satellite dishes shall not exceed three feet in height and must be located and screened in a reasonable manner to avoid being directly visible from the street in front of the Dwelling.
- 6.8 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. No metal building or metal storage sheds are allowed.
- 6.9 Driveways. Every garage shall be serviced by a driveway, which shall be of sufficient width and depth so as to park two vehicles side by side completely out of the street right of way. All driveways are to be constructed only of concrete.

ARTICLE VII LANDSCAPE STANDARDS

The use and Improvement of each Lot is subject to the following Landscape Standards:

7.1 Lawn and Landscaping Required. Front yard landscaping shall be installed by the builder who constructs homes on the Lots. Within one (1) year after the County's issuance of a certificate of occupancy for a home, the Owner shall be required to complete the installation of side-yard and back-yard landscaping.

Visible side yard landscaping shall include lawn areas installed with sod and not grown from seed or power mulching. Trees, lawns, shrubbery and other plantings provided by each Owner shall be properly nurtured and maintained at the Owner's sole expense, including replacement of the same at the Board's reasonable request.

7.2 Sprinkler System. All landscape and lawn areas shall be provided with permanent underground sprinkler systems.

7.3 Fences. Fencing shall be permitted in the Property only in accordance with applicable County ordinances and this Declaration. Fencing may only be installed in the backyards of the Lots. No side-yard or front-yard fencing is allowed. The only permissible fencing material shall be six-foot high, white vinyl fencing designed to be maintenance free for at least twenty (20) years. No exposed wood or chain link fencing or other fencing that does not comply with the preceding sentence is allowed.

7.4 Fires. No exterior fires whatsoever, except barbecue fires contained in receptacles provided therefor, shall be allowed.

ARTICLE VIII OWNERS' OBLIGATIONS

8.1 Duty to Install and Maintain. The Owner of each Lot shall maintain his or her Lot and the Improvements thereon in a good state of repair and an attractive, safe, and healthy condition. The Owners of each Lot shall comply with the landscaping installation and maintenance requirements set forth in this Declaration.

8.2 Repair by Board. In the event that an Owner fails to timely satisfy any of the obligations referenced in this Declaration, or otherwise permits his or her Lot or Improvements to fall into a state of disrepair that is in a dangerous, unsafe, unsanitary, or unsightly condition, or otherwise fails to comply with any other covenant or restriction of this Declaration, the Board may give written notice to the Owner describing the condition complained of and demanding that the offending Owner correct the condition within 30 days. If the offending Owner fails to take appropriate corrective action, the Board shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the offending Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Board a lien on his or her Lot and the Improvements on such Lot to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed by the Board in the manner prescribed in Utah for the foreclosure of deeds of trust or mortgages. Alternatively, without requiring foreclosure, the Board may seek collection of sums advanced directly from the Owner of the Lot in question. In order to claim such a lien, the Board shall record a notice of lien in the office of the Salt Lake County Recorder, setting forth the amount claimed and the work performed for which such lien is asserted. Unpaid amounts will bear interest from the date advanced at the rate of ten percent (10%) per annum until paid in full.

8.3 **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 Board, provided however that alterations or deviations from the original approved plans will require review and approval by the Board and the County. 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 reconstruction begins. Such temporary measures may be taken without the consent or approval of the Board, 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 remains unrepairs after 90 days following the occurrence of damage shall be deemed a nuisance.

ARTICLE IX FIRST MORTGAGEES

9.1 **First Mortgagee Protection.** The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Property that is made in good faith and for value; provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding. The lien provided for in Section 5.1 hereof shall be subordinate to the lien of any first mortgage or deed of trust which was recorded before any Notice of Lien became recorded.

9.2 **Notice of Action.** Upon written request to the Association, identifying the name and address of the First Mortgagee or insurer or guarantor of the First Mortgage and the residence address of the property which is subject to such First Mortgage, each such First Mortgagee or insurer or guarantor of such a First Mortgage, shall be entitled to timely written notice of:

- (a) any condemnation loss or casualty loss which affects a material portion of the Property or any Lot subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or guarantor of a First Mortgage;
- (b) any delinquency in the payment of assessments or charges owed to the Association by the Owner of the Lot subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or guarantor, or any default by such Owner in any obligation under the Declaration, Articles of Incorporation or Bylaws of the Association and the Board of Directors of the Association has actual knowledge of such default, when such delinquency and/or default remains uncured for a period of sixty (60) days;
- (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

9.3 **Financial Statement.** The Association shall provide a financial statement for the immediately preceding fiscal year free of charge to any First Mortgagee, insurer or guarantor of a First Mortgage within a reasonable time after written request therefor.

ARTICLE X GENERAL PROVISIONS

10.1 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 the Association or by any other Owner.

10.2 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), by any other Owner, by the Board in its own name, or by the Association. 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, conditions and restrictions 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.

10.3 Severability. Each of the covenants, conditions and restrictions 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 provisions shall remain in full force and effect.

10.4 Limited Liability. Neither the Declarant, the Board or its individual members shall have personal liability for actions or inactions taken under these Covenants, provided that any such action or inaction is the result of the good faith exercise of their judgment or authority under these Covenants, without malice.

10.5 Amendment. At any time while this Declaration is in effect, the Owners of 75% of the Lots may amend the provisions of this Declaration, provided that so long as Declarant owns any portion of the Property, Declarant's approval to any amendment shall be required. Any amendment must be in writing, and it shall not be effective unless and until it has been duly recorded in the Salt Lake County Recorder's Office. No such amendment will be binding upon the holder of any mortgage or trust deed unless the holder joins in the amendment.

10.6 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Property 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 contained herein 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.

10.7 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 prepaid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

10.8 Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Property. Paragraph headings are inserted for convenience only and shall not be considered an interpretation of the provisions. The singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

EXECUTED BY THE DECLARANT:

Fieldstone Homes Utah, L.L.C., a Utah limited liability Company (as to Lots 5 through 51 of the Project)

By: Samuel T. Drawn
Its: Director of Land Acquisition / Asst. Secretary

AND

Emmett C. Joyner and Patricia L. Joyner, a married couple (as to Lot 4 of the Project)

Emmett C. Joyner
Emmett C. Joyner

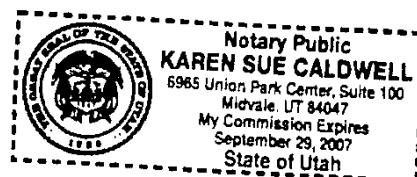
Patricia L. Joyner
Patricia L. Joyner

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 6 of June, 2007, by
Samuel Drawn, as authorized agent/manager of Fieldstone Homes Utah, L.L.C.

Karen Sue Caldwell
NOTARY PUBLIC

SEAL:



STATE OF UTAH)
:SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 27 of June, 2007, by Emmett C. Joyner and Patricia L. Joyner, a married couple.

Wendy Ledbetter
NOTARY PUBLIC

SEAL:

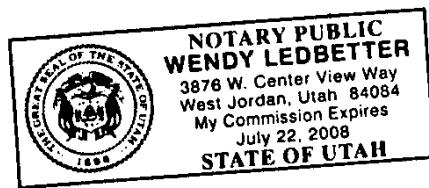


EXHIBIT A

[LEGAL DESCRIPTION OF THE PROPERTY]

LOTS 4 THROUGH 51 OF
COPPER VALLEY P.U.D. SUBDIVISION
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 30
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
SALT LAKE COUNTY, UTAH