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Lots 101 to 153 + Common area

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS FOR

**OAKRIDGE PARK ESTATES PLANNED UNIT DEVELOPMENT,
PLAT 1**

FARMINGTON, UTAH

June 26, 1997

02-261-011-0004-0001

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
OAKRIDGE PARK ESTATES PLANNED UNIT DEVELOPMENT, PLAT 1
DAVIS COUNTY, UTAH**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKRIDGE PARK ESTATES PLANNED UNIT DEVELOPMENT, PLAT 1 is made this 26th day of June, 1997 by FIELDSTONE PARTNERS, L.L.C., a Utah limited liability company, referred to below as "Declarant."

RECITALS:

A. Declarant is the owner of the following described real property (the "Entire Property") located in Davis County, Utah:

See the Attached Exhibit A

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

C. Declarant intends to develop the subdivision on the Entire Property in phases, with the initial phase consisting of the following described real property (the "Initial Property") located in Davis County, Utah:

See the Attached Exhibit B

DECLARATION:

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

the Declarant as well as its successors in interest, and may be enforced by the Declarant or by any Owner. An instrument containing protective covenants, conditions and restrictions substantially similar to the covenants set forth in this Declaration, with such modifications or supplemental provisions as may be deemed appropriate by Declarant on a phase-by-phase basis to address differences in the circumstances affecting Lots to be constructed after the initial phase, shall be recorded against Lots in subsequent phases of the Subdivision or: the Entire Property.

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

COVENANTS, CONDITIONS AND RESTRICTIONS:

ARTICLE I

DEFINITIONS

1. Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration, shall have the following meanings:

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

"Additional Property" shall mean the balance of the Entire Property not included within the Initial Property.

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

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

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

"Common Areas" shall mean the areas designated as Pocket Parks on the Plats, which areas shall be owned by the Association and held for the common use and benefit of the Owners.

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

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

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions. The Subdivision Plats for Oakridge Park Estates Planned Unit Development, Plat 1, and the easements and other matters shown on any such Plat, are also incorporated into this Declaration by reference.

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

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

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

"Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Dwellings, garages, 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 any building.

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

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

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

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

"Plat" shall mean an official ownership plat of any phase of the Oakridge Park Estates Planned Unit Development, Plat 1 as approved by the City and recorded in the office of the Davis County Recorder, as it may be amended from time to time.

"Subdivision" shall mean all phases of the Oakridge Park Estates Planned Unit Development, Plat 1, and all Lots, Common Areas, and other property within the Subdivision as shown on the Plats covering the Entire Property.

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

"Trustees" shall mean the duly elected and acting Board of Trustees of the Legacy Homeowners Association, whether incorporated or not.

ARTICLE II

HOMEOWNERS ASSOCIATION

2. To effectively enforce these Covenants, the Declarant has created, or will create, a Utah non-profit corporation called Legacy Homeowners Association. The Association shall be comprised of the Owners within the Oakridge Park Estates Planned Unit Development, Plat 1, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of these covenants. Membership in the Association is deemed an appurtenance to the Lot, and is transferrable only in conjunction with the transfer of the title to the Lot. The Association shall have and exercise, as necessary, the following powers:

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

2.2 Use and Maintenance of Common Areas. The Association will be responsible for the maintenance of the Common Areas within the Subdivision. The Common Areas shall be used and improved as determined by the Association. The Association shall have the authority to assess its members for the cost of maintaining the Common Areas, restoring any damage to vegetation, fencing, removing of any debris or trash that might be deposited there, and paying property taxes assessed against the Common Areas.

2.3 Other Maintenance. Until such time as public maintenance of roads and other Subdivision Improvements has been assumed by the City, the Association shall be responsible for any such maintenance, and shall have the power as provided below to make assessments for purposes of providing this service.

2.4 Assessments. Except as provided in 2.4.1, the Association has the power to levy assessments against each Lot as necessary to carry out these functions. All assessments will be equal on all Lots, whether vacant or improved. Assessments will be made annually to meet the anticipated and recurring costs, expenses and other expenditures of the Association including, but not limited to, the costs of Common Areas maintenance, any water for irrigation of any areas within the control of the Association, reimbursement of expenses incurred by the Trustees and Architectural Committee in performance of their obligations, the costs of complying with and enforcing rights under these covenants, acquisition of liability insurance, working capital, and contingency reserves. Notice of the assessment and the proposed amount of the annual assessment will be given in advance along with the notice of the annual meeting of the Association, provided that the amount of the proposed assessment may be increased or decreased at the meeting in which it is approved by the Owners. The Association may also levy special assessments to cover unanticipated expenses or shortfalls. No special assessment will be levied without approval of a majority of the votes held by a quorum of the Owners (as defined in 2.9) in attendance in person or by proxy at a meeting called for that purpose.

2.4.1 Assessments to Cover Administration and Reserves. Assessments levied against improved Lots owned by Declarant shall not include any portion of costs incurred for management and administration of the Association or for reserves for capital repairs, replacements, or improvements. No assessments shall be levied against Lots without a dwelling that are owned by Declarant.

2.5 Assessments Constitute Lien, Mortgagee Protection. Any validly imposed assessment by the Association shall constitute a lien against the Lots in the Subdivision. The Association shall have the right to foreclose on that lien under the procedures available for the foreclosure of mortgages in the state of Utah when any assessment remains unpaid for a period of more than 90 days from the date the assessment was levied. Alternatively, if the lien is not foreclosed upon, it may be renewed from year to year by recording a new notice of the lien, together with accumulated interest. The lien of the Association against any Lot shall have priority from the date that the first Notice of Lien on a specific Lot is recorded in the office of the Davis County Recorder, and is subordinate to any previously recorded liens or encumbrances.

filed against that Lot, specifically including any purchase money mortgage or trust deed. Notwithstanding the lien rights of the Association, the obligation to pay any assessments is a personal obligation of the Owner of each Lot, and the Association may proceed to collect against the Owner, or the prior Owner of any Lot (in the event of a sale) without any obligation to first take recourse against the Lot and Improvements to which the lien has attached. The legal and administrative costs of any foreclosure or non-judicial sale proceeding, interest on all amounts due and owing and all late fees shall be added to the assessment amount past due and shall constitute part of the assessment. Interest shall be charged on all assessments at a rate of 1.5% per month beginning 15 days after such amount is due. In addition, a late fee of 5% shall be charged for each assessment installment paid 15 days or more after the installment is due. No Mortgagee or Beneficiary under a Trust Deed who takes title by foreclosure or non-judicial sale, or accepts a deed in lieu of foreclosure or non-judicial sale, shall be held liable for the unpaid assessments of the Owner whose Lot was acquired by the Mortgagee or Beneficiary under a Trust Deed. However, all other successor Owners shall be deemed to assume the obligation to pay unpaid assessments on the Lot.

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

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

2.8 Election. The Association shall have two classes of membership. Declarant shall be the only Class A member and shall be entitled to cast 5 votes for each Lot it owns (including Lots anticipated on the Additional Property) in the election of Trustees and for any other matter that is presented to the Association. All other Owners shall be Class B members and shall be entitled to cast one vote for each Lot he or she owns in the election of Trustees and for any other matter that is presented to the Association. In the case of a Lot with multiple Owners, the Owners will agree among themselves how the vote applicable to that Lot will be cast, and if no agreement can be reached, no vote will be received from that Lot. Any of the multiple Owners appearing at the meeting in person or by proxy is deemed to be acting with proper authority for all of the other Owners of that Lot unless the other Owners are also present or have filed written objections to that Owner's representation of the other Owners of the Lot in question.

2.9 Notice of Election, Notice of Meeting. Unless otherwise provided in the By-Laws of the Association, notice of any meeting for the election of members to the Board of Trustees or for any other purpose shall be sent to the Owners at their last known address (which may be determined from the most recent property tax assessment if no other address is known). Notice will be mailed not less than 30 days, nor more than 60 days in advance of the meeting. Any

notice will state the purpose of the meeting, and the time, date and place of meeting. At any such meeting, a quorum will exist if Owners holding 51% of the total voting power within the Association are present, and notice was properly given. Those present at the meeting may vote to continue the meeting to any date within 30 days. Notice of the continued meeting will be given by mail, and at the subsequent continued meeting, a quorum will consist of those members present. The Chairman of the Board of Trustees will give notice of any meetings, and will chair meetings of the Owners.

2.10 Special Meeting. When circumstances warrant, a special meeting of the Owner, may be called as provided in the Bylaws. No business may be conducted at a special meeting without a full quorum of the Owners (as defined in 2.9) being present in person or by written proxy.

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

ARTICLE III

ARCHITECTURAL COMMITTEE

3. It is the intention and purpose of these covenants, conditions and restrictions to allow the Architectural Committee (1) to impose architectural standards on the Additional Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of Lot coverage, proportion, materials, colors, and general appearance, and (2) to impose construction rules on construction other than that performed by Declarant. To accomplish this goal, the Declarant hereby establishes the Architectural Committee, which is empowered to develop and enforce architectural design standards and construction rules.

3.1 Architectural Committee Created. The Architectural Committee will consist of three members, at least two of whom shall be members of the Board of Trustees of the Homeowners Association. The initial committee will consist of three people appointed by the Declarant, who do not need to be Owners. At the time 50% of the Lots (including Lots anticipated on the Additional Property) are sold to persons other than the Declarant, one member of the Committee will be elected from the Board of Trustees, other than a representative of the Declarant. At the time that 75% of the Lots (including Lots anticipated on the Additional Property) are sold to persons other than the Declarant, two members of the Committee will be elected by the Owners from the Board of Trustees. At the time that 90% of the Lots (including Lots anticipated on the Additional Property) are sold to persons other than the Declarant, all of the members of the Architectural Committee will be elected by the Owners.

3.2 Approval by Committee Required. No Additional Improvements of any kind, including without limitation the construction of any Dwelling, garage, out-building, parking area, driveway, walkway, or other hard surfaced area in excess of 200 square feet, swimming pools, outdoor hot tubs or spas, walls, curbs, poles, satellite dishes or antenna, solar panels, or any other permanent structure may be constructed, erected, or installed in the Subdivision without the prior consent of the Architectural Committee. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. Plans for the construction of any Additional Improvements must be submitted to the Committee for review. It is recommended that a preliminary plan be submitted before the expense of final drawings is incurred. The plan must be in sufficient detail to show the location on the Lot of the exterior walls of a Dwelling (where applicable) and all other structures to be built with it; detailed drawings of all elevations of all proposed buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior siding and roofing materials and/or a sample, including color samples; and a landscape plan showing the location of landscaped areas, driveways, walkways, patios, decks and other hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring those areas. In the case of an addition or modification of an existing Dwelling, the Committee may waive any of the foregoing it feels are unnecessary to its review of the remodel or addition.

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

(c) Review. Within 15 days from receipt of a complete submission, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration and the standards developed by the Committee. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Committee will review preliminary plans, without fee, and make its comments known to the Owner, provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. No construction that is not in strict compliance with the plans approved will be permitted.

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

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

3.3 Development of Architectural Standards. The Architectural Committee shall develop standards to ensure all Additional Improvements are compatible and consistent with the Dwellings in the Subdivision built by the Declarant with regard to size, colors, materials, style, design, and placement.

3.4 Variances. Variances to the design standards contained in this Declaration may be granted by the Trustees when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. Each such variance must be approved by a majority of the Trustees. The granting of a variance shall not operate to waive or to render unenforceable any of terms and provisions of this Declaration for any purpose except as to the particular Lot and the provisions and circumstances covered by the variance, nor shall the granting of a variance be deemed to set a precedent with respect to any subsequent requests for variances. The Trustees shall not delegate to any single member or group of members or to any other person the power to grant variances pursuant to this Section 3.4. No variance shall be granted if that variance has the effect of modifying applicable City zoning or building code regulations. Any request for variance must be in writing and specify the variance requested and the reasons for such variance. A request for variance shall be reviewed by the Trustees within 30 business days after the Association's receipt of a written request for same. The Trustees shall provide written notification of approval or disapproval. Notification of disapproval shall include a reasonably detailed explanation of the reasons for such disapproval. In the event that the Trustees shall fail to act within the 30 day period, the requested variance shall be deemed disapproved, and within 15 days from said date the Trustees shall provide written notification of the reasons for such disapproval.

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

event that advice from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary, or inappropriate to the circumstances.

3.6 General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of the standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive, and well designed community.

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

3.8 Limitations on Review. The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Committee prior to construction.

3.9 City Approval. The powers and approvals of the Architectural Committee shall be subject to the powers and approvals of the City.

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

ARTICLE IV

RESTRICTIONS ON ALL LOTS

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

4.1 Zoning Regulations. The lawfully enacted zoning regulations of the City, and any building, fire, and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute, law, or ordinance.

4.2 No Mining Uses. The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted at any time.

4.3 No Business or Commercial Uses. No portion of the Subdivision may be used for any commercial business use, provided, however, that 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 the actual period of construction of any Improvements, including the Subdivision Improvements, or (b) the use by any Owner of his Lot for a home occupation. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Lot to conduct business, or which requires any employees outside of the Owner's immediate family or household. No retail sales of any kind may be made in the Subdivision.

4.4 Restrictions on Signs. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City or temporary signs warning of some immediate danger. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed three square feet. The Declarant may erect signs within the Subdivision in accordance with City sign regulations during the marketing of the Subdivision announcing the availability of homes or Lots and giving sales information.

4.5 Antennas. All antennas must be enclosed within the Dwelling. Any satellite dishes must be located and screened in a manner approved in advance by the Architectural Committee so that they are not directly visible from adjoining Lots. Solar panels will be permitted only with the consent of the Architectural Committee, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.

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

4.7 Number of Dwellings. Only one Dwelling may be constructed on any Lot. All Dwellings shall have an attached garage for at least two cars. No other outbuilding or habitable structure may be permitted on any Lot.

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

4.9 No Other Construction. No Additional Improvements, including but not limited to garages, storage units, or other out buildings, may be made to any Lot without the prior approval of the Architectural Committee.

4.10 Animals. No animals other than (not to exceed three) ordinary household pets may be kept on any Lot. This restriction specifically excludes keeping horses on any Lot. Each Owner shall be responsible for preventing pets from entering the Common Areas and Lots held by other Owners.

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

4.12 Service Yards. There shall be no clothes lines, service yards, or storage yards. Exterior mechanical equipment must be screened in a manner approved by the Architectural Committee so that it is not visible from adjoining Lots.

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

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

4.15 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of a conventional homeowners insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues).

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

4.17 No Annoying Lights. Any outdoor lighting shall be subject to approval by the Architectural Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City.

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

4.19 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.

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

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

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

4.23 Kennels. No kennel or dog run may be placed closer than 20 feet to any Dwelling other than that of the Owner of the kennel. No wire fencing shall be allowed which is unscreened from the view of adjoining Lots.

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

4.25 Errant Golf Balls. Each Owner hereby expressly assumes the risk relating to the proximity of such Owner's Lot to the near by golf course, and each Owner agrees that neither Declarant, the golf course owner, the operator of the golf course, nor any entity responsible for the design or construction of the golf course shall be liable to Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, loss of view, noise pollution or other visual or audible offenses, or trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Lot to the golf course. In addition, there is hereby granted unto the owner/operator of the golf course and each

authorized user of the golf course, a perpetual, non-exclusive easement upon, over and across any Lot for the entry, passage and landing of golf balls which are struck from any part of the golf course. The easement herein reserved does not grant the right to any such person to enter onto any Lot for the purpose of retrieving such golf balls. All such golf balls which land on any Lot shall become the property of the Owner. Notwithstanding the foregoing, each Owner acknowledges and agrees that, due to the proximity of the golf course to some Lots, stray golf balls might enter upon a Lot and some of the players playing upon the golf course might enter upon said Lot to retrieve stray golf balls. In the event that a person enters upon a Lot to retrieve or play a stray golf ball, the Owner of said Lot agrees that neither Declarant nor the owner or operator of the golf course shall be responsible or liable for (i) any damages caused by the stray balls or players, or (ii) any claim of trespass that the Owner of said Lot or any tenant, guest, agent, invitee and/or licensee of said Owner may assert or be entitled to assert resulting therefrom.

4.26 Fences. All fencing shall be between 5 and 6 feet in height and constructed of cedar, redwood, vinyl, masonry, or iron fencing material. No chain link or other wire fencing is permitted. No fencing installed by Declarant shall be altered in any way.

4.27 No Re-Subdivision. No Lot may be re-subdivided without the consent of the Architectural Committee, and no re-subdivision of any Lot may result in the construction of any additional Dwelling units within the Subdivision. All re-subdivision activity shall comply with state code.

4.28 Landscaping. No rock, bark, or other non-growing materials are allowed as a substitute for grass or ground cover in areas visible to other Owners. Each Owner shall be responsible for installation of landscaping on his lot within 60 days of the initial occupancy of the Lot's dwelling, provided, however, that if occupancy occurs during the winter, landscaping shall be installed within 60 days of the time such landscaping may be installed.

4.29 Street Tree Preservation. No street tree installed by Declarant shall be altered or removed, and Owners are required to maintain all street trees on their Lots in good condition and replace any dead or diseased trees installed by Declarant. All new plantings of any such tree shall be at least two inches (2") caliper.

ARTICLE V

OWNERS' MAINTENANCE OBLIGATIONS

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

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

5.2 Repair by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demanding that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association 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 Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any Improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

5.3 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Architectural Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in paint color or siding or trim materials will be made without the advance consent of the Committee.

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

ARTICLE VI

GENERAL PROVISIONS

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

6.1 Violation Deemed 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.

6.2 Remedies.

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

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants are to be construed as being in addition to those remedies available at law.

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

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

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

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

6.5 Amendment. At any time while this Declaration is in effect, the provisions of this Declaration may be amended upon approval of 75% of the votes entitled to be cast by Class B members and the consent of the Declarant. Any amendment must be in writing. No such amendment will be binding upon the holder of any mortgage or trust deed holder joins in the amendment. No amendment which limits the rights of the Declarant or its successors in interest

to expand the Subdivision or otherwise affects the Additional Land shall be effective without the written consent of the Declarant or other owner of the Additional Land.

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

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

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

Executed on the date stated above.

FIELDSTONE PARTNERS, L.L.C.
a Utah Limited Liability Company
By Fieldstone Homes, Inc., a Utah corporation
Its Managing Member

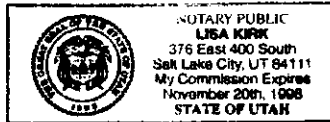
By: [Signature]
By: Mary C. Jones

STATE OF UTAH)
)
)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on the 24th day of June 1997, by MIKE STEWART and MARY C. JONES officers of Fieldstone Homes, Inc., a Utah corporation and managing member of Fieldstone Partners, L.L.C.

Lisa Kirk
Notary Public
Residing at: Salt Lake City, Utah

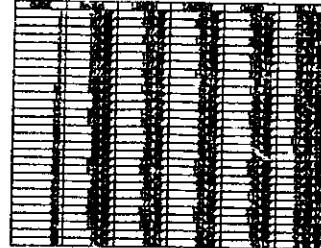
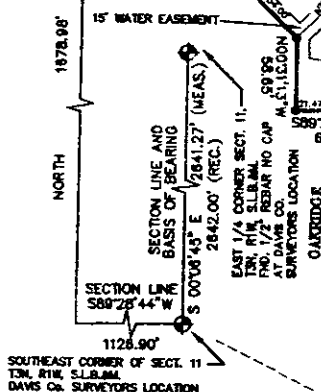
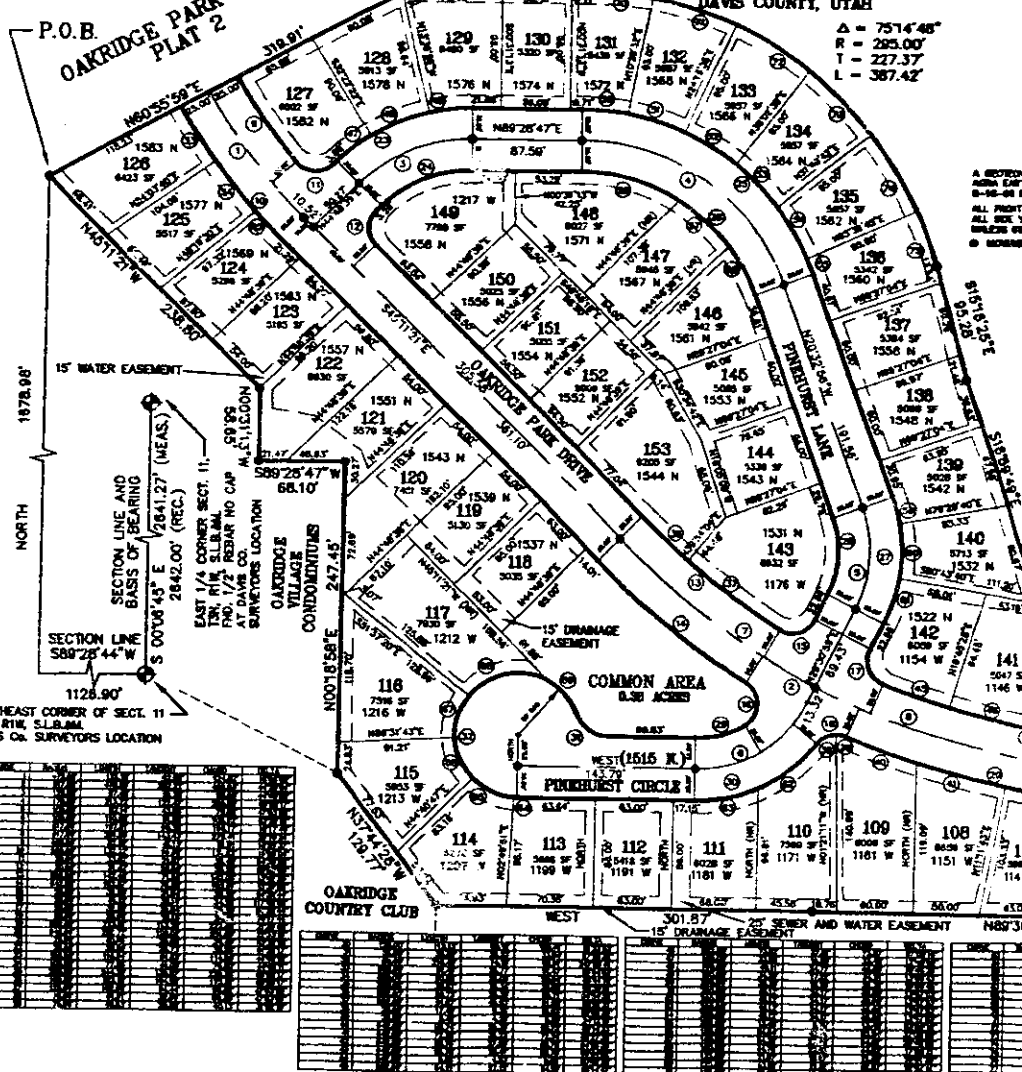
My Commission Expires: 11/20/98



OAKRIDGE PARK ESTATES P.U.D. PLAT 2

FARMINGTON CITY
NO. 2847E A 53 LOT SUBDIVISION LOCATED IN SE 1/4 SEC. & SW 1/4
136.74' TOWNSHIP 3 NORTH, RANGE 1 WEST, S.L.R.&M.
DAVIS COUNTY, UTAH

Δ = 751'48"
R = 295.00'
T = 227.37'
L = 387.42'



UTILITY APPROVAL
 We, the undersigned, hereby certify that the accounts required are shown hereon.
 Farmington Area Pressurized Irrigation District _____ Sec.
 Central Davis County Sewer District _____

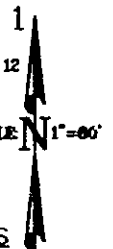
CITY ATTORNEY APPROVAL
 Approved this _____ day of _____ 19____
 by the Farmington City Attorney.
 Farmington City Attorney _____

PREPARED BY:
CONSTRUCTION & LAND SURVEYORS
 610 CANYON ROAD
 OGDEN, UTAH TEL (801) 637-3888

LEGIBILITY OF TYPING OR PRINTING
 UNSATISFACTORY IN THE DOCUMENT
 WE'RE PRINTING

EXHIBIT

N: 1220-01\PLAT-1 Thu Jun 25 10: 47: 59 1997 B.R.B.



SURVEYOR'S CERTIFICATE

I, Cynthia L. Schmitt, do hereby certify that I am a registered Land Surveyor holding Certificate No. 170643 as provided under the laws of the State of Utah. I further certify that by authority of the Commission, I have made a survey of the tract of land shown on this Plat and described herein, and have subdivided said tract of land into lots and streets hereinafter to be known as Oakridge Park Estates "A.B. Plat 1" and that the same has been accurately surveyed and plotted on the ground in strict accordance with the laws of the State of Utah.

DATE: _____ BY: CYNTHIA L. SCHMITT, P.L.S. 170643

BOUNDARY DESCRIPTION

Beginning at a point which bears South 89°28'44" West 1126.50 feet and North 1678.98 feet from the Southwest corner of Section 11, Town 34 N, Range 1 West, Salt Lake Base and Meridian and running thence North 40°55'58" East 319.91 feet, thence North 89°28'47" East 1303.1 feet to a point on a 250.00 foot radius curve to the Right (radius bears South 00°31'13" East); thence 357.42 feet along the arc of said curve; thence South 13°16'25" East 95.28 feet; thence South 18°56'46" East 235.00 feet; thence South 13°48'50" West 56.66 feet to a point on a 592.00 foot radius curve tangent to the left (radius bears North 00°30'13" East); thence along the arc of said curve 95.68 feet; thence South 89°39'25" East 290.77 feet to a point on a 25.00 foot radius curve to the left (radius bears North 00°20'35" East); thence along the arc of said curve 41.86 feet; thence North 86°41'17" East 66.00 feet to a point on a 647.63 foot radius curve to the right (radius bears South 86°41'17" West); thence along the arc of said curve 95.68 feet; thence South 01°56'52" West 110.72 feet; thence North 86°44'56" West 84.03 feet; thence North 89°39'25" West 505.49 feet; thence West 301.87 feet to a point on the Easterly line of Oakridge Country Club; thence along said Easterly line North 37°42'28" West 123.77 feet to a point on the Easterly line of Oakridge Village Condominiums according to the official plat thereof; thence along said Easterly line the following (2) courses, North 00°18'58" East 247.45 feet, South 89°28'47" West 68.10 feet, thence North 00°31'13" West 56.65 feet; thence North 45°11'21" West 238.80 feet, to the Point of Beginning. Parcel Contains 10.79 Acres

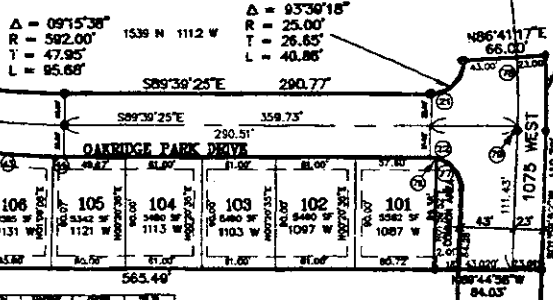
CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
County of Davis

On this _____ day of _____ A.D. 19____ personally appeared before me, the undersigned Notary Public, who duly taking oaths and say that he/she is the authorized _____ and that foregoing consent to dedicate was signed _____ a Utah Corporation, by authority of its bylaws as a resolution of its Board of Directors, and that said Company fully understands said consent to dedicate.

My Commission expires _____
RESIDING IN DAVIS COUNTY

NOTARY PUBLIC
RESIDING IN DAVIS COUNTY



GMV DEVELOPMENT INC.

PLANNING COMMISSION APPROVAL
Approved this _____ day of _____ 19____
By Engineer: _____
Farrington City Engineer

PLANNING COMMISSION APPROVAL
Approved this _____ day of _____ 19____
by the Farrington City Planning Commission.

CITY COUNCIL APPROVAL
Presented to the Farrington City Council this _____ day of _____ 19____ at which time it was approved.
Attest: City Recorder _____ Mayor _____

OWNER'S DECLARATION

I, the undersigned, do hereby declare that the above described tract of land, being certain acres to be subdivided into lots and streets to be hereinafter known as "Oakridge Park Estates P.L.S. Plat 1," do hereby dedicate for general use of the public all parcels of land shown on this plat for public use, and do warrant and defend and save the City harmless against any claims or other encumbrances on the described parcels which all interfere with the City's use, maintenance, and operation on the streets.

In witness whereof, we have hereunto set our hand this _____ day of _____ 19____

FELOSTONE PARTNERS, L.L.C.
a Utah limited liability company

By: FELOSTONE HOMES, INC.
a Utah corporation,
Managing Member

By: _____
FELOSTONE HOMES, INC.

ACKNOWLEDGMENT

State of Utah } S.S.
County of Davis }
On this _____ day of _____ 19____
I, _____ of the County of Davis in said State of Utah, the signers of the above Owner's Declaration, do hereby declare that we are the owners of the above described parcels of land and that we do hereby dedicate and warrant and defend and save the City harmless against any claims or other encumbrances on the described parcels which all interfere with the City's use, maintenance, and operation on the streets.

Witness my hand and the seal of said City at _____

Notary Public: _____

OWNER'S DECLARATION

I, the undersigned, do hereby declare that the above described parcels of land, being certain acres to be subdivided into lots and streets to be hereinafter known as "Oakridge Park Estates P.L.S. Plat 1," do hereby dedicate for general use of the public all parcels of land shown on this plat for public use, and do warrant and defend and save the City harmless against any claims or other encumbrances on the described parcels which all interfere with the City's use, maintenance, and operation on the streets.

In witness whereof, we have hereunto set our hand this _____ day of _____ 19____

FARRINGTON CITY, INC.
a Utah Municipal Corporation

By: _____
MAYOR

ACKNOWLEDGMENT

State of Utah } S.S.
County of Davis }
On this _____ day of _____ 19____
I, _____ of the County of Davis in said State of Utah, the signers of the above Owner's Declaration, do hereby declare that we are the owners of the above described parcels of land and that we do hereby dedicate and warrant and defend and save the City harmless against any claims or other encumbrances on the described parcels which all interfere with the City's use, maintenance, and operation on the streets.

Witness my hand and the seal of said City at _____

Notary Public: _____

— MICROFILM MEMO —
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN FILMED.

COUNTY RECORDER

STATE OF UTAH COUNTY OF DAVIS
RECORDED AND FILED AT THE REQUEST OF _____
ENTRY NO. _____ BOOK NO. _____ PAGE NO. _____
FILED THIS _____ DAY OF _____ 19____ AT _____ AM/PM.
FEE \$ _____ COUNTY RECORDER _____

"A"

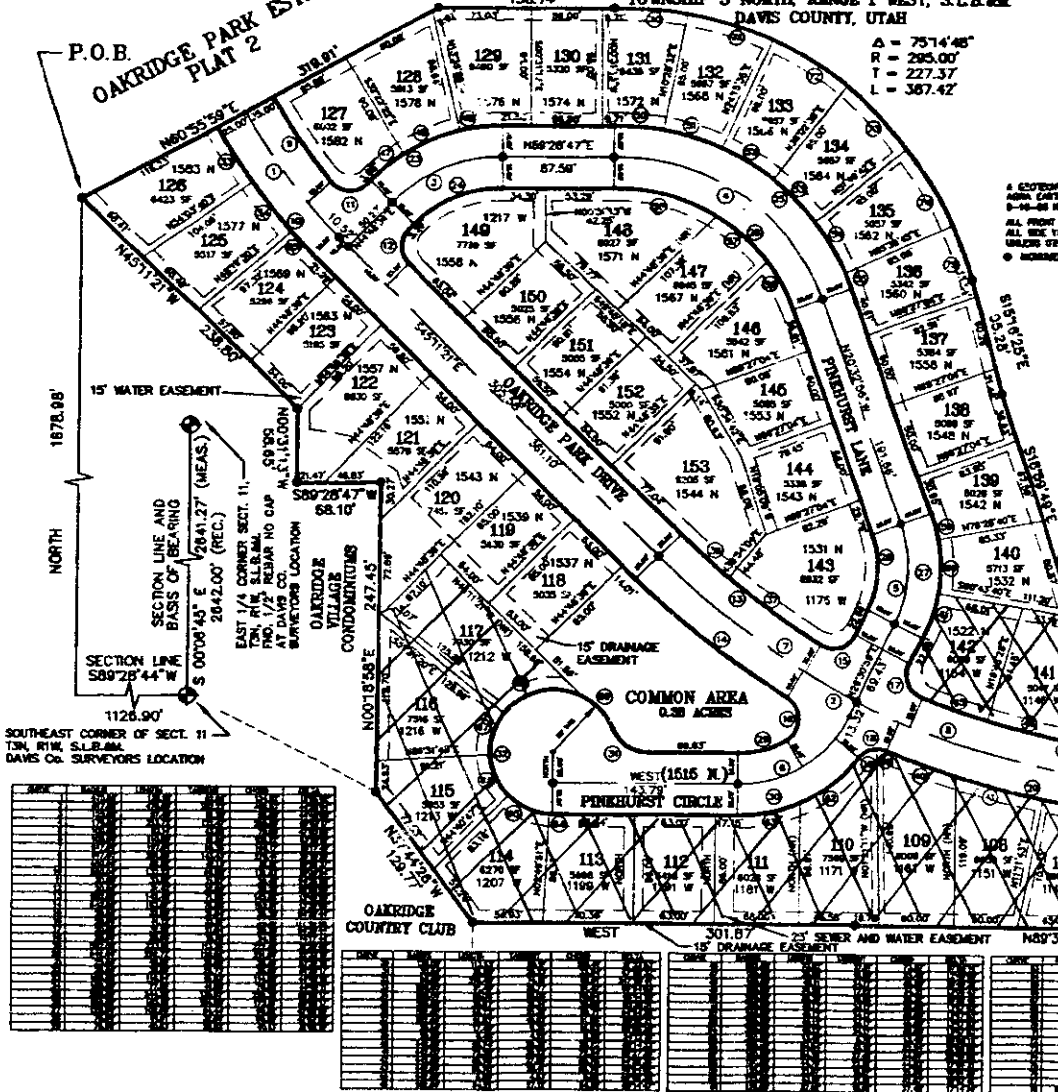
OAKRIDGE PARK ESTATES P.U.D. PLAT 2

FARMINGTON CITY

N89°28'47"E & S5 LOT SUBDIVISION LOCATED IN SE 1/4 SEC. & SW 1/4 TOWNSHIP 3 NORTH, RANGE 1 WEST, S.L.B.#88 DAVIS COUNTY, UTAH

A = 7514.46'
R = 295.00'
I = 227.37'
L = 367.42'

P.O.B.
OAKRIDGE PARK ESTATES PUD
PLAT 2



SECTION LINE AND BASIS OF BEARING
2841.27' (MEAS.)
2842.00' (REC.)
S 08°08'45" E

SECTION LINE
S 89°28'44" W
1126.90'

SOUTHEAST CORNER OF SECT. 11
T3N, R1W, S.L.B.#88
DAVIS CO. SURVEYORS LOCATION

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 | 130 | 131 | 132 | 133 | 134 | 135 | 136 | 137 | 138 | 139 | 140 | 141 | 142 | 143 | 144 | 145 | 146 | 147 | 148 | 149 |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

UTILITY APPROVAL
We, the undersigned, hereby certify that the easements required are shown herein.

CITY ATTORNEY APPROVAL
Approved this _____ day of _____ 19____
by the Farmington City Attorney.

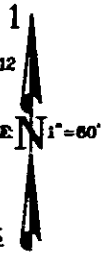
PREPARED BY:
CONSTRUCTION & LAND SURVEYORS
810 CANYON ROAD
DUGSPRUE, UTAH 84011

Farmington Area Precinctual Irrigation District _____
Central Davis County Sewer District _____

LEGIBILITY OF TYPING OR PRINTING UNSATISFACTORY IN THE DOCUMENT

EX 413

V:\220-01\PLAT-1 Thu Jun 26 10:47:59 1997 B.R.B.



SURVEYOR'S CERTIFICATE

I, Cynthia L. Schmitt, do hereby certify that I am a registered Land Surveyor holding Certificate No. 170943 as provided under the laws of the State of Utah. I further certify that by authority of the Council, I have made a survey of the tract of land hereinafter described and have established and set out the boundaries of said tract and have caused the same to be shown on a plat of said tract as hereinafter described and have caused the same to be shown on a plat of said tract as hereinafter described and have caused the same to be shown on a plat of said tract as hereinafter described.

THIS SURVEY WAS MADE FOR THE PURPOSE OF THE FOLLOWING:

BOUNDARY DESCRIPTION

Beginning of a point which bears South 89°28'44" West 1126.90 feet and North 1678.98 feet from the Southeast corner of Section 11, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running thence North 60°30'39" East 319.91 feet; thence North 89°28'47" East 138.74 feet to a point on a 295.00 foot radius curve to the right (radius bears South 00°31'13" East); thence 367.42 feet along the arc of said curve; thence South 15°16'25" East 95.28 feet; thence South 18°59'46" East 235.00 feet; thence South 13°48'50" West 56.86 feet to a point on a 592.00 foot radius non-tangent curve to the left (radius bears North 09°36'13" East); thence along the arc of said curve 95.68 feet; thence South 89°19'25" East 290.77 feet to a point on a 25.00 foot radius curve to the left (radius bears North 00°00'00" East); thence along the arc of said curve 40.86 feet; thence North 86°41'17" East 66.00 feet to a point on a 947.03 foot radius curve to the right (radius bears South 88°41'17" West); thence along the arc of said curve 60.02 feet; thence South 01°58'52" West 110.72 feet; thence North 89°44'58" West 84.03 feet; thence North 89°39'25" West 565.49 feet; thence West 301.87 feet to a point on the Easterly line of Oakridge Country Club; thence along said Easterly line North 57°44'25" West 128.77 feet to a point on the Easterly line of Oakridge Village Condominiums according to the official plat thereof; thence along said Easterly line the following (2) courses, North 00°18'58" East 247.45 feet, South 89°28'47" West 68.10 feet, thence North 00°31'13" West 58.25 feet; thence North 45°11'24" West 238.80 feet, to the Point of Beginning. Parcel Contains 10.79 Acres

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
 County of Davis

On this _____ day of _____, A.D. 19____, personally appeared before me, the undersigned Notary Public, one who being sworn did say that he/she is the authorized _____ and that foregoing consent to execute was signed in behalf of _____ a Utah Corporation, by authority of its officers or by resolution of its Board of Directors, and that said Company duly acknowledges said consent to execute.

My Commission expires: _____
 Residing in DAVIS COUNTY

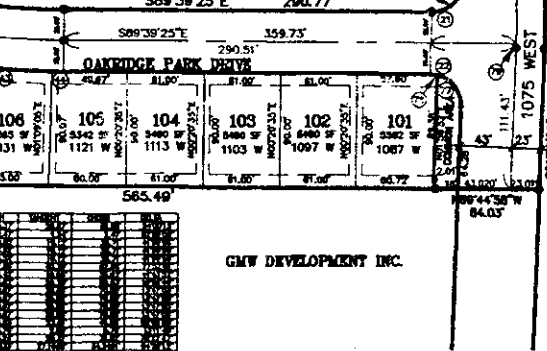
NOTARY PUBLIC
 RESIDING IN DAVIS COUNTY

$\Delta = 09°15'38"$
 $R = 592.00'$
 $T = 47.95'$
 $L = 95.88'$

1539 N 1112 W

$\Delta = 93°39'18"$
 $R = 25.00'$
 $T = 26.65'$
 $L = 40.86'$

$\Delta = 05°18'35"$
 $R = 647.65'$
 $T = 30.03'$
 $L = 60.02'$



GMW DEVELOPMENT INC.

ENGINEER APPROVAL
 Approved this _____ day of _____, 19____
 By Engineer _____
 Farmington City Engineer

PLANNING COMMISSION APPROVAL
 Approved this _____ day of _____, 19____
 by the Farmington City Planning Commission.

CITY COUNCIL APPROVAL
 Presented to the Farmington City Council this _____ day of _____, 19____, at which time it was approved.

Attest: City Recorder _____ Date: _____

CITY ENGINEER APPROVAL

I, _____, City Engineer, do hereby certify that the above described plat of land, having created same to be subdivided into lots and streets to be hereinafter known as Oakridge Park Estates P.L.D. Part 1, do hereby dedicate for proposed use of the plat, all parcels of land shown on this plat for public use, and do warrant and defend and save the City harmless against any claims or other attachments in the said plat which shall inhere with the City's use, maintenance, and operation of the streets.

In witness whereof, we have hereunto set our hand this _____ day of _____, 19____.

FELSTONE PARTNERS, L.L.C.
 a Utah limited liability company

By: FELSTONE HOMES, INC.
 a Utah corporation,
 Managing Member

By: _____ of
 FELSTONE HOMES, INC.

ACKNOWLEDGMENT

State of Utah } S.S.
 County of Davis }
 On this _____ day of _____, 19____, the undersigned Notary Public, in and for said County of Davis in said State of Utah, the signers of the above Officer's Declaration, here signed it freely and voluntarily and for the uses and purposes therein stated, by acknowledgment as hereinafter appears.

Residing in _____ Notary Public

CITY ENGINEER APPROVAL

I, _____, City Engineer, do hereby certify that the above described plat of land, having created same to be subdivided into lots and streets to be hereinafter known as Oakridge Park Estates P.L.D. Part 1, do hereby dedicate for proposed use of the plat, all parcels of land shown on this plat for public use, and do warrant and defend and save the City harmless against any claims or other attachments in the said plat which shall inhere with the City's use, maintenance, and operation of the streets.

In witness whereof, we have hereunto set our hand this _____ day of _____, 19____.

FARMINGTON CITY, INC.
 a Utah Municipal Corporation

By: _____ Mayor

ACKNOWLEDGMENT

State of Utah } S.S.
 County of Davis }
 On this _____ day of _____, 19____, the undersigned Notary Public, in and for said County of Davis in said State of Utah, the signers of the above Officer's Declaration, here signed it freely and voluntarily and for the uses and purposes therein stated, by acknowledgment as hereinafter appears.

Residing in _____ Notary Public

INITIAL PROPERTY
 LOTS 107-117, 141, 142

COUNTY RECORDER

STATE OF UTAH COUNTY OF DAVIS
 RECORDED AND FILED AT THE REQUEST OF _____
 ENTRY NO. _____ BOOK NO. _____ PAGE NO. _____
 FILED THIS _____ DAY OF _____, 19____, AT _____ AM/PM.
 FEE \$ _____ COUNTY RECORDER

"B"

BY LAWS E 1331536 B 2146 P 861
OF
LEGACY HOMEOWNERS ASSOCIATION, INC.
A Non-Profit Corporation of the State of Utah

Pursuant to the provisions of the Utah Non-Profit Corporations Act, the Board of Trustees of the Legacy Homeowners Association, Inc. hereby adopt the following By-Laws of the Legacy Homeowners Association, Inc.

ARTICLE I
NAME AND PRINCIPAL OFFICE

1.1 Name. The name of the corporation is "Legacy Homeowners Association, Inc." and it is referred to below as the "Association".

1.2 Offices. The office of the Association will be in Farmington, Utah.

ARTICLE II
MEMBERS AND MEETINGS

2.1 Membership. The Members of the Association shall be the owners of Lots in the Oakridge Park Estates Planned Unit Development, Plat 1. Membership is deemed an appurtenance to each Lot, and shall pass automatically to the owner of each Lot upon conveyance of title.

2.2 Annual Meetings. The annual meeting of the Members of the Association shall be held on the first Monday of February at 6:00 at the offices of the Association, beginning in the year following the year in which the Association is incorporated. The Board of Trustees may designate some other time, date and place for the annual meeting by giving proper notice of the change in advance of the meeting. The purpose of the annual meeting is the election of Officers and Trustees, and to consider such other business that comes before the meeting. If the Trustees are not elected at the annual meeting, the existing Trustees shall continue to serve until their successors are named in a special meeting. The Trustees may change the date, time and place of the annual meeting as they see fit by formal resolution.

2.3 Special Meetings. Special meetings of the Members may be called by the Board of Trustees or by the President as they see fit, or by the Members of the Association representing not less than 51% of the total voting power within the Association. Any notice of special meeting shall state the time, place, and date of the meetings, and the matters to be considered at that meeting. When a special meeting is called by the Members of the Association, the notice shall be in writing, and delivered to the President.

2.4 Place of Meetings. All meetings will be held in Farmington, Utah, unless the Members have authorized a meeting to be held elsewhere by written waiver.

2.5 Notice of Meeting. The Board of Trustees shall cause written or printed notice of the date, time, place and purposes of all meetings of the Members to be sent to each of the Members not more than 60 but not less than 30 days prior to the meetings. Mailed notice is deemed delivered when it is deposited in the United States Mail, postage prepaid, addressed to the Member at the last known address. Each Member shall register his or her address with the Association, and it shall be the obligation of the Member to provide notice of any change of address to the Association. If no address is registered, the Association may mail that Member's notice to the Secretary of the Association as the agent for the Member. Only one notice will be mailed for each Lot. If there are multiple owners of a Lot, they must designate one of them to receive the notice of the meeting on their behalf.

2.6 Members of Record. Upon purchasing a Lot in the Subdivision, each Owner shall promptly furnish the Association with a copy of the deed or other instrument under which he or she acquired title to the Lot. For purposes of determining a quorum, determining the persons entitled to vote, and all other matters before a meeting of the Members, the Association may designate a record date, not more than 60 days nor less than 30 days prior to the meeting date to determine the Members entitled to notice and to vote at the meeting. If no record date has been fixed, the record date is deemed to be the date on which notice of the meeting was mailed to the Members. The persons appearing as Members as of the record date are deemed entitled to notice and to vote at the meeting. Persons who become Members subsequent to the record date, or whose ownership is not registered with the Association until subsequent to the record date shall not be entitled to notice, shall not be counted in comprising a quorum, and shall not be entitled to vote at the meeting. This shall not preclude a person who acquires his or her Membership subsequent to the record date from voting the interest of his predecessor under a written proxy.

2.7 Quorum. At any meeting of the Members, the presence of Members, in person or by proxy, holding the right to cast at least 51% of the total votes of the Association shall constitute a quorum for the transaction of business. In the event that a quorum is not present at a meeting, the Members present, in person or by proxy, though less than a quorum, may continue the meeting to a later date set by those Members present within 30 days. Notice of the continued meeting will be sent to the Members providing at least 5 days notice of the new meeting. At any continued meeting, a quorum will be deemed to exist comprised of those Members present in person or by proxy at the re-convened meeting.

2.8 Proxies. At each meeting of the Members, each Member entitled to cast a vote shall be entitled to vote in person or by written proxy. All proxies must be in writing, signed by the Member as shown on the records of the Association. When a Membership is jointly held, the proxy must be signed by all of the joint owners of the Membership. Proxies must be presented to the Secretary of the Meeting at the beginning of the meeting for purposes of determining a quorum. The secretary will make an entry of proxies in the minutes of the meeting.

2.9 Voting Rights. With respect to each matter presented to the Members, including the election of Trustees, each Member will be entitled to cast one vote for each Lot that he or she owns, except that Fieldstone Partners, L.L.C. or its assigns will be entitled to cast three votes for each Lot (including Lots anticipated on the Additional Property as that term is defined in the Declaration of Covenants, Conditions, and Restrictions for the Oakridge Park Estates Planned Unit Development, Plat 1) that it owns. Lots with multiple owners will be entitled to only one vote for that Lot, and in the event that the multiple owners of that Lot are not able to agree on how to cast the vote, no vote will be cast. If only one of the multiple owners is present at the meeting, the other owners are deemed to have consented to that owner voting the interests of that Lot. In the event of Lots held subject to Trust Deeds or Mortgages, the Trustor or Mortgagor will be entitled to vote, and the Lender shall have no right to vote; provided however that when a Lender has taken possession of any Lot, the Lender shall be deemed to have succeeded to the interest of the Trustor or Mortgagor, and shall then be entitled to cast that vote.

2.10 Simple Majority. Unless a greater vote is required by the Declaration of Covenants, Conditions and Restrictions in the Oakridge Park Estates Planned Unit Development, Plat 1, any matter placed before the Members for a vote shall pass if there is an affirmative vote of the majority of the votes entitled to be cast by Members present at the meeting (and there is a quorum present). Election of Trustees will be by secret ballot. Other matters may be voted by secret ballot or by show of hands or such other means as the Officer conducting the meeting shall determine.

2.11 Waiver of Irregularities. Any inaccuracies, irregularities, or errors in any call for a meeting or notice of meeting, inaccuracies or irregularities in the determination of a quorum or acceptance of proxies are deemed waived unless there is an objection stated at the meeting prior to the vote being taken.

2.12 Informal Action. Any act which is required to be taken or approved at a meeting may be taken or approved without a formal meeting if Members holding a majority of the total voting power within the Association consent to the action in writing prior to the action being taken. The Members may hold meetings for which formal notice was not given if the Members waive notice prior to the meeting.

ARTICLE III BOARD OF TRUSTEES

3.1 General Powers. The Board of Trustees shall have authority to manage and control the property and affairs of the Association. The Board of Trustees may exercise all powers conferred upon them by law, by the Articles of Incorporation, by these By-Laws, or the Declaration of Covenants, Conditions and Restrictions on the Oakridge Park Estates Planned Unit Development, Plat 1, provided however, that those powers which are specifically reserved to the Members by law or by the Articles of Incorporation shall be

exercised only by the Members. The Board may delegate to the Officers, managers, or others such of its powers as are appropriately delegated.

3.2 Number and Tenure. There shall be three Members of the Board of Trustees until the first annual meeting of the Members. Thereafter there shall be five members of the Board of Trustees. They shall serve until the next annual meeting in which Trustees are elected, and shall continue to serve until their successors have been elected and assumed office. Immediately after the election of the Board of Trustees by the Members at the first annual meeting, the Trustees shall, by drawing Lots, divide themselves into terms of one, two and three years. Thereafter, at each annual meeting, only those Trustees whose terms have expired will stand for election. Trustees need not be residents of the State of Utah.

3.3 Board Meetings. The Board of Trustees shall have at least one meeting per year, which shall be within the 90 days preceding the Annual Meeting of Members for the purpose of setting the agenda for that meeting. The Trustees may meet as often as they see fit, and as required by law or the Articles for purposes of approving annual reports, tax returns, and similar matters. Special meetings may be called by the President or by a majority of the Board by giving notice to the other Board members. Notice of Board meetings will be given in writing or by telephone not more than 15 days, and not less than 5 days prior to the date of the meeting.

3.4 Quorum. A quorum at a Board meeting will consist of a simple majority of the Board. Board members may be counted as present if they are participating in the meeting by telephone. No proxies will be given among Board members. Actions of the Board may only be taken by formal action of the Board, and no individual Trustee shall have the authority to act on behalf of the Association.

3.5 Deadlock. In the event of a deadlock on the Board, the Board shall immediately call for a special meeting of the Members and, at the direction of the Chairman of the Board, either call for the election of a new Board, or submit the matter to the Members for determination.

3.6 Compensation. The Board of Trustees shall serve without compensation, provided that their reasonable out of pocket expenses for Association business, including the costs of attending Board meetings, may be reimbursed by the Association.

3.7 Resignation or Removal. Any Trustee may resign at any time. Any Trustee may be removed prior to the end of his or her term of office by an affirmative vote of Members holding at least 75% of the total voting power of the Association at a regular or special meeting called for that purpose.

3.8 Vacancies. Vacancies on the Board of Trustees will be filled by appointment of a successor by the remainder of the Board, provided that any such appointee will be confirmed or rejected at the next regular meeting of the Members. Any such Trustee

is to fill the balance of the vacant term which he or she has filled, and will stand for election at the expiration of that term.

3.9 Informal Action by Trustees. The Trustees may take any action they could take in a formal meeting without a formal meeting, provided that the action is authorized in advance in writing signed by a majority of the Board, and further provided that all of the Trustees must have been given an opportunity to approve or reject the action. The Trustees may waive notice of meetings by signing written waivers at the time of the meeting. Minutes of all Board meetings will be kept, and when a meeting is held without prior notice, the minutes will reflect the written waiver of notice.

ARTICLE IV OFFICERS

4.1 Number. The Officers of the Association shall consist of at least a President, Vice President, and a Secretary/Treasurer. The Board may establish such other Officers as it deems appropriate.

4.2 Appointment, Tenure. The Officers of the Association will be appointed by the Board of Trustees at their annual meeting, and all Officers will serve at the pleasure of the Board and may be removed by a majority vote of the Board in a meeting called for that purpose.

4.3 Duties of the President. The President shall preside at meetings of the Board of Trustees and at meetings of Members. He shall sign, on behalf of the Association, all legal documents approved by the Board, including deeds and mortgages and other contracts. The President shall supervise and be primarily responsible for the day to day operation of the Association's affairs, including the hiring and termination of employees and subordinates. The President shall perform such other duties as assigned by the Board.

4.4 Duties of the Vice Presidents. One or more Vice Presidents will perform the duties of the President if the President is not available, and shall perform such other duties as designated by the Board.

4.5 Duties of the Secretary/Treasurer. The Secretary/Treasurer is responsible to keep accurate records of the Members of the Association and the transfer of their interests to others, to keep minutes at the meetings of the Association Members and the Trustees, and cause notice of any meetings to be issued as called for in these By-Laws, to file annual reports, and to perform all other assignments of the Board.

4.6 Compensation. The Officers will serve without compensation, provided that their reasonable out of pocket expenses in performing their duties for the Association will be reimbursed. The Board may fix such other compensation as it finds appropriate given the responsibility of the Officers.

ARTICLE V
INDEMNIFICATION

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5.1 Indemnification Against Third Party Actions. The Association shall defend and indemnify the Officers and Trustees against all actions, claims, and suits brought by third parties against them individually which arise from the exercise of their obligations and duties as Officers and Trustees. This shall include all civil, administrative, criminal, or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorneys fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgement. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Association.

5.2 Indemnification Against Member Actions. The Association shall defend and indemnify the Officers and Trustees against all actions, claims, and suits brought by Members of the Association against them individually which arise from the exercise of their obligations and duties as Officers and Trustees. This shall include all civil, administrative, criminal, or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorneys fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Association.

5.3 Request For Indemnification. When any officer, Trustee or employee of the Association receives notice of any action referred to above, he or she must give notice to the President and to the Board of Trustees, stating the nature of the claim, the claimant, and providing all pertinent information about the claim. The Board, in the case of an action against an officer or employee, or against a single Trustee, may vote to indemnify the officer, employee or Trustee. In the event that the action is against the Board of Trustees as a whole, or names more than a single Trustee individually, and the claim is entirely covered by and within the policy limits of the Association's insurance coverage, the Board may vote to indemnify itself and the individuals named. In the event that the claim exceeds the limits of any insurance coverage, or is not covered, the Board may not agree to indemnify itself without presenting the matter to the Association for a vote at a special meeting called for that purpose.

5.4 Liability Insurance. The Board shall cause the Association to purchase liability insurance in an amount not less than \$2 million or such greater amount as the Board, at its discretion, may determine to cover general liability of the Association and to specifically cover the indemnity obligations described above.

ARTICLE VI
AMENDMENT

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6.1 Amendment. These By-Laws may be amended by the Members of the Association from time to time as the Members see fit by a majority vote at a meeting called for that purpose.

Adopted as of this 26th day of June, 1997.



Name
President

Attest:



Name
Secretary