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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

PEACEFIELD PLANNED UNIT DEVELOPMENT

THIS DECLARATION COVENANT, CONDITIONS, AND RESTRICTIONS OF PEACEFIELD PLANNED UNIT DEVELOPMENT is made and executed this 21 day of June, 1999 by Peacefield, L.C., a Utah Limited liability company ("Declarant").

I. Purpose of the Covenants, Conditions, and Restrictions

It is the intention of Declarant, expressed by its execution of this instrument, that its real property located in Davis County, State of Utah, comprising all phases of the area known as Peacefield Planned Unit Development (hereinafter the "Planned Unit Development") be designed and constructed to promote visual harmony throughout the Planned Unit Development. This Declaration also provides for the continued maintenance and protection of certain common areas and common facilities in the Planned Unit Development.

NOW, THEREFORE, Declarant hereby declares that all of the hereinafter described property is and shall be held, conveyed, used, occupied and improved as separate parcels of land subject to the limitations, restrictions and covenants set forth herein, all of which are declared to be in furtherance of a plan for enhancing and protecting the value, desirability, and attractiveness of the subject property and every part thereof. The acceptance of any deed or conveyance thereof by the Declarant therein and their heirs, executors, administrators, successors and assigns shall constitute their covenant and agreement with the undersigned and with each other to accept and hold the subject property described or conveyed in or by such deed of conveyance, subject to the covenants, conditions and restrictions as set forth herein.

II. Definitions

When used in this Declaration, each of the following terms shall have the meaning indicated:

1. "Association" shall mean and refer to the Peacefield Homeowners Association, a Utah nonprofit corporation, whose primary duty shall be to maintain the Common Improvements within the Planned Unit Development.
2. "Board" shall mean and refer to the Governing Board of the Association as defined in the Articles of Incorporation and Bylaws of the Association.
3. "Commercial and Original Development" shall mean existing commercial and residential buildings in the Planned Unit Development, together with any additional commercial buildings hereafter constructed, and all the land associated with such commercial and residential buildings.
4. "Common Improvements" shall mean the common area and related improvements within the Planned Unit Development, including but not limited to entrance markers, street islands, open space, and

recreation amenities provided for common use, together with all easements appurtenant thereto intended for the common use, benefit and enjoyment of all owners in the development.

5. "Declaration" shall mean this "Declaration of Covenants, Conditions, and Restrictions of the Peacefield Planned Unit Development".

6. "Developer" shall mean and refer to Peacefield, L.C., and its successors and assigns.

7. "Lot" shall mean and refer to one of the separately numbered and individually described plots of land within the Planned Unit Development; which is intended to be owned individually rather than by an association of owners or in common by owners of different Lots; and which is intended to be used as the site of an owner-occupied home.

8. "Managing Agent" shall mean and refer to any person or entity appointed as the manager or managing agent by the Association.

9. "Mortgage" shall mean any mortgage, deed of trust, or trust deed, provided that such encumbrance is in first position relative to other mortgages, deeds of trust or trust deeds, encumbering a Lot; and "Mortgagee" shall mean any first mortgagee or any trustee or beneficiary of a first trust deed or deed of trust.

10. "Owner or Lot Owner or Member" shall mean and refer to the person who is the owner of record in the office of the County Recorder of Davis County, Utah of a fee or an undivided fee interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee, or a beneficiary of trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure of any proceeding in lieu thereof.

11. "Plat" shall mean and refer to the Planned Unit Development Plats being recorded concurrently with the Declaration entitled PEACEFIELD PLANNED UNIT DEVELOPMENT, filed of record in the office of the County Recorder of Davis County, Utah on June 12, 1999 in Book 2531 Page 75+76 as Entry Number 1530973 creating separately numbered lots, together with all subsequently recorded Plats which are designated as phases of the Planned Unit Development.

12. "Property" shall mean and refer to the real property covered by the Plat, a description of which is set forth in Article III of this Declaration.

13. "Single Homes" shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Lot which are used in conjunction with such residence.

14. "Twin Homes" shall mean and refer to homes designed and intended for use by two separate living units sharing a common wall, together with all improvements located on the Lot concerned which are used in conjunction with such residents.

III. Property Description

The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the following described real property in Davis County, State of Utah:

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The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the following described real property in Davis County, State of Utah:

Parcel 1 (Phase 1):

Beginning at the East Quarter corner of Section 22, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running; thence South 67°00'00" West 953.24 feet; thence North 15°40'35" West 142.99 feet; thence North 74°19'25" East 251.27 feet; thence North 31°14'50" West 140.44 feet; thence North 30°33'02" East 205.52 feet; thence North 59°26'58" West 85.72 feet; thence North 30°33'02" East 539.95 feet; thence North 3°50'52" West 150.00 feet; thence South 63°34'15" East 154.33 feet; thence South 66°15'00" East 233.95 feet; thence South 76°34'39" East 173.24 feet; thence South 73°34'18" East 120.36 feet to the Northwest corner of Lot 10, Wheatridge Subdivision, Phase 1; thence South 10°30'00" East 446.39 feet along the Westerly line of said Wheatridge Subdivision, Phase 1; thence South 67°05'00" West 288.42 feet to the point of beginning.

Parcel 2 (Phase 2):

Beginning at a point on the Westerly line of Peacefield P.U.D. Phase 1, South 89°55'20" West 719.96 feet along the Quarter Section line from the East Quarter Corner of Section 22, Township 4 North, Range 1 West, Salt Lake Base and Meridian, running; thence South 30°33'02" West 53.25 feet; thence South 31°14'50" East 140.44 feet; thence South 74°19'25" West 251.27 feet; thence South 15°40'35" East 142.99 feet; thence South 67°00'00" West 44.35 feet to the Northerly line of East Gentile Street; thence North 87°37'51" West 19.85 feet along the said Northerly line of East Gentile Street; thence Westerly 103.91 feet along the arc of a 280.00 foot radius curve to the left (center bears South 2°22'09" West, long chord bears South 81°44'17" West 103.31 feet with a central angle of 21°15'45") along said Northerly line of East Gentile Street; thence South 71°06'24" West 85.68 feet along said Northerly line of East Gentile Street; thence North 12°27'02" West 454.56 feet; thence Easterly 111.02 feet along the arc of a 528.00 foot radius curve to the left (center bears North 12°27'02" West, long chord bears North 71°31'33" East 110.81 feet with a central angle of 12°02'50"); thence North 65°30'08" East 25.53 feet; thence South 24°29'52" East 219.19 feet; thence North 65°30'08" East 213.03 feet; thence North 28°37'04" East 171.19 feet; thence North 59°26'56" West 166.70 feet; thence Northeasterly 30.05 feet along the arc of a 196.60 foot radius curve to the left (center bears North 50°41'34" West, long chord bears North 34°55'44" East 30.02 feet with a central angle of 8°45'24"); thence North 30°33'02" East 40.07 feet; thence North 59°26'58" West 61.38 feet; thence Northwesterly 333.87 feet along the arc of a 495.50 foot radius curve to the left (center bears South 30°33'02" West, long chord bears North 78°45'10" West 327.59 feet with a central angle of 38°36'24"); thence North 8°03'22" West 55.00 feet; thence Easterly 44.93 feet along the arc of a 550.50 foot radius curve to the right (center bears South 8°03'22" East and chord bears North 84°16'55" East 44.91 feet with a central angle of 4°40'33"); thence North 8°03'22" West 137.50 feet to the Southerly line of Forest Hills Subdivision, Phase 6 as located in the field; thence North 82°07'00" East 262.30 feet along the Southerly line of said Forest Hills Subdivision, Phase 6 to the Southwest corner of Lot 87, said Forest Hills Subdivision, Phase 6, as located in the field; thence North 20°27'48" West 168.03 feet along the Easterly line of said Forest Hills Subdivision, Phase 6, said point being the extension of

an existing fence line; thence North 19°51'36" West 209.72 feet to and along an existing fence line; thence North 17°36'39" West 36.83 feet along an existing fence line; thence South 59°02'46" West 10.74 feet to the Southeast corner of Lot 73 of said Forest Hills Subdivision Phase 5; thence North 14°00'00" West 57.40 feet along the East line of said Lot 73; thence North 12°45'00" East 34.11 feet along the East line of said Lot 73 to the Northeast corner of said Forest Hills Subdivision Phase 5; thence South 83°07'23" East 21.73 feet; thence South 85°55'52" East 88.79 feet; thence South 78°30'14" East 68.02 feet; thence South 68°54'10" East 28.97 feet; thence South 59°34'40" East 82.49 feet; thence South 63°34'15" East 398.38 feet to the Northwest corner of Peacefield P.U.D., Phase 1; thence South 3°50'52" East 150.00 feet along the West line of said Peacefield P.U.D., Phase 1; thence South 30°33'02" West 539.95 feet along the West line of said Peacefield P.U.D. Phase 1; thence South 59°26'58" East 85.72 feet along the West line of said Peacefield P.U.D. Phase 1; thence South 30°33'02" West 152.27 feet along the West line of said Peacefield P.U.D. Phase 1 to the point of beginning.

IV. Membership and Voting Rights in the Association

1. Membership. Every Owner, upon acquiring title to a Lot, shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership of such Lot ceases for any reason, at which time his membership shall automatically cease and the successor Owner shall become a Member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be assigned or otherwise conveyed separately from the ownership of a Lot.

2. Voting Rights. The Association shall have the following described classes of voting membership:

Class A: Class A Members shall be all owners of Single Homes. Members shall be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held.

Class B: Class B Members shall be all Owners of Twin Homes. Members shall be entitled to one (1) vote for each half of the Twin Home for a total of two (2) votes for each Twin Home.

Class C: Class C Members shall be the Owners of the Commercial and Original Development within the Planned Unit Development. The Class C members shall have a total of ten (10) votes.

3. Record of Ownership. Every Owner shall properly cause to be filed of record the deed conveying ownership of the Lot. The new Owner shall submit a copy of the deed to the Association, which shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein by a mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the Mortgagee; and the secretary of the Association shall maintain all such information in the record of ownership.

V. Duties and Powers of the Association

1. Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration, the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

- a. The Association shall recognize Owners as members of the Association.
- b. The Association shall maintain, repair, replace, and landscape the Common Improvements.
- c. In compliance with the Development Agreement with Layton City, the Homeowners Association will be responsible for any additional expenses incurred by Layton City, if and when it is necessary to replace or repair the colored cement and street lights within the subdivision.
- d. To the extent not assessed to or paid by the Owners directly, the Association shall pay all property taxes and assessments levied upon any portion of the Common Improvements, provided that the Association shall have the right to contest or compromise any such taxes or assessments.
- e. The Association shall obtain and maintain in force the policies of insurance required by this Declaration. General liability insurance in the sum of no less than One Million Dollars (\$1,000,000) dollars per occurrence shall be maintained. Such insurance shall be adjusted in the discretion of the Association to reflect changes in the cost of living.
- f. The Association may employ a responsible corporation, partnership, firm, person, or other entity as the Managing Agent to manage and control the Common Improvements, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be as determined by the Board. Any agreement appointing a Managing Agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon thirty (30) days' written notice thereof; and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. The Managing Agent may be an independent contractor and not an agent or employee of the Association.
- g. The Association shall maintain current copies of the Declaration, Articles, Bylaws, Rules and other similar documents, as well as its own books, records, and financial statements which shall all be available for inspection by Lot Owners and insurers as well as by holders, insurers, and guarantors of first Mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching, or extracting from such documents. An Owner or holder, insurer, or grantor of a first Mortgage may provide an audit of Association records at its own expense so long as the results of the audit are provided to the Association and such audit is conducted in a manner which does not unreasonably interfere with the business of the Association.

2. Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required, or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

- a. In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation, or administration of the Common Improvements and Lots (to the extent necessitated by the failure of the Owners of such Lots) or in exercising any of its rights to construct improvements or other work upon any of the Common Improvements, the Association shall ensure that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon no less than ninety

(90) days' written notice, the Association shall have the power and authority (i) to pay and discharge any work done or performed by the Association in fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or otherwise provide for:

- i. Construction, maintenance, repair, and landscaping of the Common Improvements on such terms and conditions as the Board shall deem appropriate;
 - ii. Such insurance policies or bonds as the Board may deem appropriate for the protection of property within the Planned Unit Development, the Association, the members of the Board, and the Owners;
 - iii. Such utility services, including (without limitation) water, sewer, trash removal, electrical, telephone, and gas services, as the Board may from time to time deem desirable;
 - iv. The services of architects, engineers, attorneys, and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;
 - v. Fire, police, and such other protection services as the Board may deem desirable for the benefit of the Owners of any of the Property; and
 - vi. Such materials, supplies, furniture, equipment, services, and labor as the Board may deem necessary.
- b. The Board may delegate to the Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of One Thousand Dollars (\$1,000.00), or the power to sell, convey, mortgage, or encumber any Common Improvements.

3. Association Rules. The Board from time to time and subject to the provisions of this Declaration, may adopt, amend, repeal, and enforce rules and regulations governing the use of the Common Improvements.

4. Limitation of Liability and Indemnification. No member of the Board or Architectural Control Committee acting in good faith shall be personally liable to any Owner, guest, lessee, or any other person for any error or omission of the Association, its representatives and employees, the board, any committee, or the Managing Agent. The Association shall defend and indemnify any member of the Board or Architectural Control Committee from and against any losses, claims, costs, causes of action, or other expenses deriving from the member's duties, responsibilities, or service on the Board or Architectural Control Committee provided such member was acting in good faith.

VI. Assessments

1. Personal Obligation and Lien. Each Owner shall, by acquiring or in anyway becoming, vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the special and reimbursement assessments, annual and special assessments, and his pro rate share of all taxes levied on the assets owned by the Association, together with late payment fees, interest, and costs of collection, if and when applicable. All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made until fully paid; and (b) the personal, joint, and several obligation of the Owner or Owners of such Lot at the time the assessment falls due. No

Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights or interest in the Common Improvements or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest, and costs of collection, including reasonable attorneys' fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

2. Purpose of Assessments. Assessments levied by the Association shall be used for the purpose of constructing, maintaining, or promoting the beauty and integrity of the Common Improvements and the health, safety, and welfare of the residents of the Planned Unit Development. The use made by the Association of funds obtained from assessments includes, but is not limited to, payment of the cost of: constructing, maintaining, and repairing of the Common Improvements; establishing and funding of a reserve to cover major repair of the Common Improvements; paying taxes and insurance on the Common Improvements; and performing any duties or responsibilities of the Association as outlined in this Declaration. The Association shall maintain an adequate reserve fund or funds for maintenance, repairs, and replacement of those elements of the Common Improvements that require replacement on a periodic basis.

3. Basis and Maximum of Annual Assessments. Assessments shall not be levied on Lots owned by the Developer which have not been sold in connection with the marketing and development of the Planned Unit Development.

a. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Seventy-Five Dollars (\$375.00), payable annually on or before March 31, for Class A Owners; and One Hundred Ninety-Five Dollars (\$195.00), payable monthly, for Class B Owners; and Two Hundred Five Dollars (\$205.00), payable monthly, for Class C Owners.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Assessment may be increased or decreased effective January 1 of each year by the Board without a vote of the membership, provided that any such increase shall not be more than twenty percent (20%) of the previous year's assessment and each class shall bear any increase in proportion to the original allocation as outlined in paragraph 3(a) above. Such Assessment shall continue in effect for the following twelve (12) months, which period shall be deemed to be the assessment period.

c. From and after January 1 of the year immediately following the conveyance of the last Lot to an Owner, the maintenance assessment may be increased or decreased by the Board in an amount greater than provided for in subsection 3b, above, hereof for the next succeeding twelve (12) calendar months, and at the end of each such period, for each succeeding period of twelve (12) months, provided that any such change shall have the approval by vote or written assent of a majority of the voting power of each class of members and such increase is distributed among the three classes of owners in proportion to the original allocation as outlined in paragraph 3(a) above. Written notice setting forth the purpose of such meeting shall be sent to all owners at least ten (10) but not more than thirty (30) days prior to the meeting date.

4. Special Assessments. The Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or required addition to or replacement of the Common Improvements. Any such special assessment must

be assented to by a majority of the votes entitled to be cast by Owners, present in person or represented by proxy, at a meeting duly called for the purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least ten (10) but not more than thirty (30) days prior to the meeting date.

5. Quorum Requirements. The quorum at any meeting required by Section 3 or 4 above shall be as follows: At the first meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in section 3 and 4 above) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

6. Special Assessment of Specific Lot. In addition to the assessments and special assessments authorized by Section 3 and 4, above, the Board may levy at any time special assessments on any Lot, if the Owner, occupant, or invitees of the same have caused any damage to the Common Improvements necessitating repairs. The aggregate amount of any such special assessments shall be determined by the cost of such improvements, repairs, maintenance, or enforcement action, including all overhead and administrative costs and fees, including attorneys' fees, and shall be allocated among the affected Lots according to the cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work.

7. Uniform Rate of Assessment. All monthly and special assessments authorized by Section 3 and 4, above, shall be fixed at a uniform rate for all Lots in each class; provided, however that assessments shall not accrue against the Developer or against lots owned by the Developer which are available for sale, but not yet sold.

8. Assessments. The Association shall give each Owner written notice of the amount and first due date of the assessment concerned. All Assessments provided for herein shall commence as to all Lots as of the first day of the second month following the date that a sale by Developer of the Lot concerned is closed and notice shall be given by the Association at least fifteen (15) days prior to such commencement date and at least fifteen (15) days prior to the effective date of any change in the amount of the Assessments. Annual assessments shall be prorated for the number of months remaining in the assessment year of the Association.

9. Effect of Non-payment; Remedies. Any assessment not paid when due, shall, together with interest and costs of collection, constitute and remain a continuing lien on the affected Lot. If any assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the date at the rate of one and one-half percent (1½%) per month; and the Association may bring an action against the Owner or may foreclose its lien against the Lot, or both. The Association shall be entitled to recover all of its costs and expenses, including reasonable attorneys' fees, court costs, and every other expense incurred by the Association in enforcing its rights.

10. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot and upon the payment of a reasonable fee to the Association to cover administrative costs, the Association shall issue a certificate stating whether or not payments of all assessments respecting such Lot are current, and if not, the amount of the delinquency. Such certificate shall be conclusive in favor of any person who rely thereon in good faith.

11. Subordination of Lien to Mortgages. The lien on the assessments provided herein shall be subordinated to the lien of any Mortgage to a bank, savings and loan association insurance company or other institutional lender. No sale or transfer shall relieve any Lot from the lien of any unpaid assessments or any assessments thereafter becoming due.

VII. Use Restrictions

1. Common Improvements. The Common Improvements shall be used only in a manner consistent with their community nature and shall be improved and used for the following purposes:

- a. Beautification of the Development;
- b. Privacy and security for the owners and occupants of the Planned Unit Development and Commercial spaces;
- c. Vehicular and pedestrian access to and from and movement within the Development;
- d. Open space and recreation.

2. Land Use and Building Type. Excepting the designated Commercial and Original Development and related pre-existing pasturage for farm animals, no property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any property other than one detached Single Home or Twin Home not to exceed the height indicated on the Planned Unit Development plat pertaining thereto, and one additional building (accessory building) which may be used as a shop, garage, guest house, or additional storage area, if approved by the Architectural Control Committee, and subject to the other terms and conditions outlined in this Declaration. Every dwelling shall have as a minimum a fully enclosed two (2) car garage, which, if detached from the home, shall constitute the accessory building.

3. Architectural Control. No building, landscaping of an Owner's front yard, grading, fence, wall, tennis court, swimming pool, or other structure shall be commenced, erected, placed, or altered on the Property nor shall any repainting involving a color change be done without the prior written approval of the Architectural Control Committee and without further compliance with the other provisions of this Declaration. All buildings, changes, alterations, and additions of and to the Property shall be made in a workmanlike manner and shall be architecturally compatible with the rest of the Property.

4. Building Size and Construction. No building in excess of two (2) stories shall be permitted except within the Commercial and Original Development. All residential buildings on Property shall comply with the following minimum habitable floor areas, exclusive of porches, decks, and garages:

- a. One story structures, with or without basements, shall have a minimum habitable floor space of eighteen hundred (1,800) square feet on the main floor.
- b. Split level structures shall have a total habitable floor space of twenty-six hundred (2,600) square feet; and no floor shall be more than four (4) feet below the outside grade.
- c. Two (2) story structures shall have minimum habitable space of sixteen hundred (1600) square feet on the first floor, and minimum habitable space of twelve hundred (1200) square feet on the second floor.

d. Exterior building surfaces shall be finished with stucco, rock, brick, and some limited use of wood exclusive of roofs, doors, eaves, and soffits and as approved by the Architectural Control Committee.

5. Building Location. All dwellings must, as a minimum, meet Layton City's required set backs.

a. No structure shall be located on any lot nearer to the front lot line than twenty-five (25) feet or nearer to a side street than twenty (20) feet. The minimum setback for a garage shall be thirty (30) feet from the front of the Lot.

b. No structure or garage shall be located nearer than eight (8) feet to an interior lot line or rear lot line and the total distance between a residential structure and two (2) interior side lot lines shall not be less than sixteen (16) feet.

c. Notwithstanding any other provision herein to the contrary, a structure not used as a dwelling or a garage which is located more than six (6) feet from a dwelling unit on the lot and at least sixty (60) feet from the front street line and a side street line may be located no more than three (3) feet from a side lot line, provided further that no such structure shall be located closer than ten (10) feet to any residential structure on any other lot and such structure shall be constructed using the same basic appearance and building materials as the dwelling.

d. For the purposes of this paragraph 5, eaves, steps, and open portions shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a structure on a lot to encroach upon any other lot.

6. Construction Time Following Purchase. The original grantee or grantees of any Lot from the Developer within the Property shall, within twenty-four (24) months from the purchase date of said Lot, commence construction or landscaping upon the Lot, and having commenced construction shall continue therewith and have a residential structure upon such Lot ready for occupancy within twelve (12) months from the date construction is commenced. In cases of hardship, the Board may choose to allow more time for commencement or completion of construction, but a decision by the Board to do so in one (1) case shall not be deemed to have set a precedent for other cases.

In the event a residence is not constructed in accordance with the above terms and time allotted and is not completed within the time period as specified, the Developer or their heirs, devisees, or assignees shall have the exclusive option to buy said lot for the sum initially paid by the grantee in purchase of such lot plus the cost of improvements constructed thereon as determined by their actual price or a third-party appraiser. The cost of any such appraisal shall be split evenly by the Developer and the grantees. Any construction of any structure on the Property shall be continued diligently and completed within a reasonable time. A grantor or Owner may not avoid application of this provision by transferring a Lot to an entity owned in whole or part by such grantee or Owner nor through the use of third parties and trusts for the benefit of the same.

7. Temporary and Other Structure. No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn, or other building shall be used at any time as a residence, either temporarily or permanently, nor shall said structures be permitted on the Property at any time, excepting the existing buildings on the Property and an allowance for upgrades or establishment of animal shelters in the existing animal pasture areas. All dwellings and other buildings to be erected on the Property shall be new construction, architecturally compatible and of good quality workmanship and materials. This does

not preclude the use of certain used components which may contribute to the aesthetics of a particular building.

Any damage inflicted during construction by the Owner and/or agents or contractors of same must be repaired within forty-five (45) days after such damage is discovered. The expense of the repair shall be the joint and several obligation of the Owner and the party causing such damage.

8. Lights and Exterior Fixtures. No yard lights or exterior lights, mailboxes, window shades, awnings, planters, window guards, antennas, satellite dishes, light fixtures, air conditioning devices, or other similar items shall be installed outside the interior of any building on the Property without the prior written consent of the Architectural Control Committee. No heating, cooling, or air conditioning units shall be installed on the roof of any building or improvement. No window air conditioners or portable units of any kind shall be installed in any buildings. No exterior television, radio, CB or other antennas or satellite dishes greater than twenty (20) inches in diameter shall be placed, allowed or maintained upon any Lot. Any permitted external equipment shall be hidden from the view of neighboring properties or painted or screened to blend with the surrounding natural terrain, roof, or wall color. All homes shall be pre-wired for cable reception. In order to protect the night sky, exterior light used to illuminate homes, garages, patios, parking areas or for any other purposes shall be arranged so as to reflect light away from adjacent residences. Low level outdoor illumination may be used for particular landscape features (trees, rock gardens, etc.). All light sources must be shaded. No exposed bulbs, arc lighting, halogen lights, or mercury vapor lights shall be permitted.

9. Signs. No billboard of any character shall be erected, posted, painted, or displayed on or about the Planned Unit Development except for any sign relating to the development of Peacefield Planned Unit Development. No sign except "For Sale" or "For Rent" signs of customary and reasonable dimensions and design shall be erected or displayed upon or about the Planned Unit Development unless and until the form, dimensions and design of said sign have been submitted to and approved by the Architectural Control Committee. The Architectural Control Committee shall have authority to remove "For Sale" and "For Rent" signs determined by it to be contrary to customary and reasonable dimensions and/or designs.

10. Business and Commercial Activities. Except for the Commercial and Original Development, no commercial or business activities except home occupations as may be permitted by Layton City ordinances shall be engaged in or conducted on the Property.

11. Animals, Livestock, and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Property, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and provided they do not become an annoyance or nuisance, for any reason, to any owner or resident of a portion of the Property. Such animals as are permitted hereunder shall be strictly controlled and kept pursuant to Davis County ordinance. Notwithstanding the foregoing prohibition, the owners of the Commercial and Original Development shall have the right to maintain such animals as they desire and as may be kept pursuant to the ordinances of Davis County.

12. Sanitation and Health. No portion of the Property shall be used or maintained as a dumping ground for garbage or other waste. Such trash, rubbish, garbage, or other waste shall not be kept except in sanitary containers. Each portion of the Property shall be kept free of trash, refuse, weeds, underbrush, and unsightly growth by the Owner of such portion of the Property. No Owner shall allow any unsightly, unsafe, or dangerous conditions to exist on his or her Lot.

13. Sight Distance at Intersections and Corners. No fence, wall, hedge, or shrub planting which obstructs sightlines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any portion of the Property, at street corners or curves within the triangular area formed by the front and side lines of such portion of the Property. Sightline limitations shall apply on any portion of the Property within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections or obstructions of such sightlines.

14. Parking. With the exception of passenger automobiles and light-duty trucks, no vehicle of any kind including, but not limited to trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three-wheel motor vehicles or other wheeled vehicles shall be permitted to be parked on the Property except in a closed garage. Also, no automobiles, trailers, boats, or other vehicles are to be parked or stored on the street in front of any lot. All vehicles parked on the street must be moved within each 24-hour period.

Motor vehicles that are inoperable shall not be permitted to accumulate upon any street or Lot or road areas adjacent thereto. No automobile, recreation or commercial vehicle, other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired, or repainted on or in front of any Lot unless performed within a completely enclosed garage or other structure located on the Lot which screens the sight and sound of such activity from the public streets and neighboring Lots.

15. Nuisances. No noxious nor offensive activity shall be carried out on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Lot or improvement thereon shall be used for any illegal purpose.

16. Soils Test. Each owner shall obtain a soils test and recommendation on foundation from a Utah registered engineer prior to constructing any improvements on a Lot.

17. Landscaping. The Owner must have substantially completed the landscaping of his or her front yard within one hundred fifty (150) days of the date of occupancy and the back yard within one (1) year of the date of occupancy. All front landscaping plans are subject to prior approval by the Architectural Control Committee. Upon approval and/or completion of the landscaping plan pursuant to this section, no healthy tree shall be removed, nor other major landscaping change be made without approval of the Architectural Control Committee; provided, however, notwithstanding this section, all diseased trees and bushes must be removed by the owner within a reasonable time after the diseased condition is discovered.

18. Fences and Enclosures. In order to maintain, as nearly as possible, a park-like feeling in the Property, the following shall apply:

- a. There shall be no fencing closer to the street than ten (10) feet behind that portion of the home which is closest to the street.
- b. All types of fencing and the location of any fencing shall be approved in writing by the Architectural Control Committee.
- c. Except as specifically provided for in this Declaration, there shall be no chain link fencing.

d. Where chain-link fencing exists along the exterior property at the time this Declaration of Covenants, Conditions, and Restrictions is executed, such fencing may remain. However, the appearance of such chain link fence shall be minimized or mitigated by landscaping whenever possible.

e. For Lots 9-39, there shall be no fences within thirty-five (35) feet of the perimeter of the subdivision or within ten (10) feet of the stream easement shown on the Plat. For Lots 9-39, no walls, opaque fences, or enclosed structure marking any boundary lines between lots shall be permitted. Any other fencing along boundary lines is discouraged; however, an Owner shall have the right to construct an ornamental iron or equivalent fence, with or without masonry or rock columns.

f. Lot border delineation shall be achieved by landscaping and the use of berms whenever possible. In addition, to the extent possible, privacy screens and other physical definitions shall be achieved through landscaping rather than physical structures.

g. Owners of Lots 1-8 and Lots 40-50 may use opaque perimeter fencing along the perimeter of the subdivision, if approved in writing as to type and color by the Architectural Control Committee.

h. Except as specifically approved by the Architectural Control Committee in writing, patio walls, fences, and enclosures not located upon a lot's property lines shall not be erected. Enclosures for pets may be erected upon the written approval of the Architectural Control Committee. Pet enclosures may be chain link and shall be no higher than six (6) feet.

19. Planned Unit Development. No Lot shall be divided, subdivided, partitioned, parceled, or broken up into smaller lots or units.

20. Right of Entry. During construction, at reasonable hours, any member of the Architectural Control Committee or any member of the Board, or any officer or authorized representative of any of them, shall have the right to enter upon and inspect any building, site, living unit, or Lot, and the improvements thereof, to ascertain whether or not the provisions of the restrictions of the Board of the Association have been or are being complied with.

21. Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers as supplied by Layton City. Insofar as possible, such containers shall be maintained so as not to be visible from neighboring lots except on garbage collection day. After collection, containers should be removed from the street as soon as possible.

VIII. Easements

1. Easements for installation and maintenance of utilities and draining facilities, and all other easements are reserved as shown on the recorded plat. Structures of any type are prohibited within these easements. Plants or other materials which will not damage utilities may be placed or permitted to remain within such easements.

2. An easement is hereby granted to Layton City and any other governmental entity or quasi governmental body having jurisdiction over the property to access and to have the right of ingress and egress over and across open spaces and common areas within the property for purposes of providing police, fire protection, ambulance, and other similar services.

IX. Enforcement

1. Covenants Run Within the Land. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them.

2. Enforcement. The Owner or Owners of any portion of the Property, the Developer, the Declarant, and/or the Association or its Board, acting in conjunction with the Architectural Control Committee, shall be entitled to prosecute any proceeding at law or equity, against any person, firm, corporation, or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin, and/or collect damages for such violation or attempted or threatened violation. Failure by the above parties, their legal representatives, heirs, successors, or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive. The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect all of its costs and expenses incurred in any proceeding, including reasonable attorney's fees.

3. Construction and Validity of Restrictions. All of said conditions, covenants, and restrictions contained in this declaration shall be construed together, but if it shall at any time be held that any of said conditions, covenants, or reservations or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant and the owners of the Property, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration, irrespective of the fact that any part of the declaration be declared invalid or inoperative or for any reason becomes unenforceable.

4. Architectural Control Committee. The Architectural Control Committee which is vested with the powers described herein shall initially consist of at least one (1) and not more than five (5) persons initially appointed by the undersigned Declarant and Developer. Prior to the commencement of any excavations, construction, remodeling, or alteration to any structure theretofore completed, there shall first be filed with the Architectural Control Committee one (1) complete set of plans and specifications for such excavation, construction, remodeling, or alteration, together with a block or plat plan indicating the exact part of the Property the improvement will cover, and said work shall not commence unless the Architectural Control Committee shall endorse said plans as being in compliance with these covenants and otherwise approved by the committee. The Architectural Control Committee shall have the right to refuse to approve any such plans and specifications which, in the Architectural Control Committee's sole discretion, are not desirable, and in so passing upon them the Architectural Control Committee shall have the right to take into consideration the suitability of any proposed excavation, construction, remodeling, or alterations and of the materials to be included, the harmony and effect thereof with the surroundings and the effect thereof on the outlook from the adjacent or neighboring property. The Architectural Control Committee may promulgate and maintain a set of standards for guidance in approving or disapproving plans and specifications pursuant to this section. In the event the Architectural Control Committee fails to approve or disapprove in writing said plans within thirty (30) days of their submission (or if revisions are suggested which require more time for resolution and everyone is acting in good faith, more time may be required), then said approval shall be deemed to have been given.

No member of the Architectural Control Committee shall be entitled to any compensation for services performed pursuant to these covenants and restrictions.

At any time after the earlier of (i) five (5) years from the date hereof and (ii) one (1) year following the sale of the last Lot to be sold by the Developer, the then record owners of a majority of the Property shall have the power through a duly recorded written instrument to change the membership of the Architectural Control Committee.

In the event of the death or resignation or the refusal or inability to act of any member of the Architectural Control Committee, the remaining members shall have full authority to approve or disapprove such plans and specifications and to designate and appoint a successor member of the Architectural Control Committee.

The Architectural Control Committee shall have the power and authority to take such action as it deems necessary to keep any portion of the Property and exterior of any structure maintained so that the same complies with the Declaration. In connection therewith, the committee may notify an owner of a portion of the property of any violation hereunder, and after due notice, if the owner fails to correct such violation, then in such event, the Architectural Control Committee shall cause the necessary corrections to be made and compliance hereunder to be effected and the cost and expenses thereof shall constitute a lien against the said real property in the manner and nature that mechanics liens are foreclosed and shall also have an action at law against the owner for the amounts involved.

5. Assignment and Reservation of Powers. Any and all rights and powers of the undersigned Declarant herein contained may be delegated, transferred, or assigned. Wherever the term Declarant is used herein, it includes assigns or successors-in-interest of the Declarant.

6. Conflict with City Ordinances. In the event of a conflict between standards or procedures, established in or under this Declaration and those established by the Layton City ordinances, the more restrictive standard or procedure shall govern.

X. Term; Amendments; Termination

1. Term; Method of Termination. This Declaration shall be effective upon the date of its recording hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty-five (25) years from the date this Declaration is recorded. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of twenty-five (25) years each up to a maximum of ninety-nine (99) total years, unless there is an affirmative vote to terminate this Declaration by the then Owners casting seventy-five percent (75%) of the total votes cast at an election held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any twenty-five (25) year extension. The Declaration may be terminated at any time if seventy-five percent (75%) of the votes cast by each class of Members shall be cast in favor of termination at an election held for such purpose. Anything in the foregoing to the contrary notwithstanding, no vote to terminate this Declaration shall be effective unless and until the written consent to such termination has been obtained, within a period from six (6) months prior to such vote to six (6) months after such vote, from the holders of recorded first mortgages, trust deeds, or of trust to which the assessment lien is subordinate pursuant to Article VI, Section 1, above, on seventy-five percent (75%) of the Lots upon which there are such recorded first mortgages and deeds of trust. If the necessary votes and consents are obtained, the Board shall cause to be recorded with the County Recorder of Davis County, Utah, a Certificate of Termination, duly executed. Thereupon this Declaration shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

2. Amendments. This Declaration may be amended by recording with the County Recorder of Davis County, Utah, a Certificate of Amendment, duly signed and acknowledged as required for a Certificate of Termination in Section 1 of this Article. The Certificate of Amendment shall set forth in full the amendment adopted, and, except as provided in Section 3 of this Article, shall certify that at an election duly called and held pursuant to the provisions of the Articles and Bylaws the Owners casting seventy-five percent (75%) of the votes at the election voted affirmatively for the adoption of the amendment.

3. Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions. Anything in this Article to the contrary notwithstanding, Declarant reserves the right to amend all or any part of this Declaration to such an extent and with such language as may be requested by the Federal Housing Administration ("FHA") or the Veterans Administration ("VA") and to further amend to the extent requested by any other federal, state, or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot(s) or any portions thereof. Any such amendment shall be effected by the recording, by Declarant, of a Certificate of Amendment duly signed by or on behalf of the members, authorized agents, or authorized officers of Declarant, as applicable, with their signatures acknowledged, specifying the federal, state, or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. The recording of such a Certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate, when recorded, shall be binding upon the Planned Unit Development and all persons having an interest therein. It is the desire of Declarant and Developer to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of this Section deletes, diminishes, or alters such control, Declarant and Developer shall have the right to prepare, provide for and adopt as an amendment hereto, other and different control provisions. Except as provided in this Article X, Section 3, Declarant shall not have any right to amend this Declaration otherwise than in accordance with and pursuant to the provisions of Section 2 of this Article X.

XI. Miscellaneous

1. Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefitted or bound by the covenants and provisions hereof.

2. Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

3. Rule Against Perpetuities. If any interest purported to be created by this Declaration would otherwise be unlawful, void, or voidable under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) those of the issue of the Board who are living at the time the period of perpetuities starts to run on the challenged interest.

4. References to the Covenants in Deeds. Deeds to and instruments affecting any Lot or any part of the Planned Unit Development may contain the Covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the Covenants shall be binding upon the grantee-Owner or other person claiming through any instrument and his heirs, executors, administrators, successors, and assigns.

5. Successors and Assigns of Declarant. Any reference in this Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder provided that Declarant's rights and powers may only be assigned by a written, Recorded instrument expressly assigning such rights and powers.

6. Gender and Number. Wherever the context of this Declaration so requires, words used in any gender shall include the other genders, words in the singular shall include the plural, and words in the plural shall include the singular.

7. Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

8. Notices. If notice of any action or proposed action by the Board or any committee or of any meeting is required by applicable law, this Declaration or resolution of the Board to be given to any Owner then, unless otherwise specified herein or in the resolution of the Board, such notice requirement shall be deemed satisfied if notice of such action or meeting is published once in any newspaper in general circulation within Layton City or the Planned Unit Development. This Section shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other manner.

9. FHA/VA Approval. If this Declaration has been initially approved by the FHA or the VA in connection with any loan programs made available by FHA or VA and any loans have been made which are insured or guaranteed by FHA or VA, the following actions will require the prior approval of the FHA or the VA, as applicable, unless the need for such approval has been waived by FHA or VA: Dedications of Common Areas (except where such dedication is required as of the date hereof to Layton City); and amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the developer, has hereunto set its hand this 21 day of June, 1999.

DECLARANT:

PEACEFIELD, L.C., a Utah limited liability company

By: 

R. Scott Priest, Manager

STATE OF UTAH)
)
) : ss.
COUNTY OF DAVIS)

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On the 21 day of June, 1999, personally appeared before me R. SCOTT PRIEST, the Manager of PEACEFIELD, L.C., a Utah limited liability company, who duly acknowledged before me that he executed the foregoing instrument for and on behalf of said limited liability company.

Allyson McQuivey

Notary Signature and Seal

S:\sr\b\smithg\peacefield cc&rs v4.wpd

