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DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR FARMINGTON GREENS P.U.D.

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08-074-0039, 0037

lots 101-118 + common
Farm Green 1A

08-306-0001

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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 APR 11 10:45 AM FEE 82.00 DEP MT
REC'D FOR PCI #1 LLC

This Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as the "Declaration"), is made and executed as of the 27th day of February, 2003, by PCI #1 LLC, ("Declarant"); in contemplation of the following facts and circumstances:

A. Declarant is the fee title owner of certain real property situated in Farmington City, Davis County, State of Utah, which is more particularly described as follows:

(SEE EXHIBIT "A" ATTACHED HERETO)

Upon which real property Declarant intends to develop a Subdivision containing Lots (as those terms are hereinafter defined).

B. Declarant shall develop and convey all of the Lots contained in the Subdivision pursuant to a general plan and subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitude, liens and charges, all running with the title to said Lots, as hereinafter set forth.

THEREFORE, to further the general purposes herein expressed, Declarant for itself, its successors and assigns, hereby declares that all of the Lots (property) shall at all times, be owned, held, used, and occupied subject to the provisions of this Declaration and subject to: (i) the covenants, conditions, and restrictions herein contained; and (ii) the easements herein reserved or granted.

1. DEFINITIONS

1.1 "Association" shall mean the Farmington Greens Homeowners Association, Inc. that is charged with the responsibility of maintaining conformity to the Covenants, Conditions, and Restrictions herein described and to conduct all business, which is in the common interest of the property owners in the Subdivision. In the event the Association shall cease to operate or exist for any reason, then the owners of the lots shall be obligated to perform the obligation of the Association, which are contained herein.

1.2 "Committee" shall mean the Design Review Committee, which committee as described, herein, is charged with the responsibilities set forth herein.

1.3 "Common Areas" shall mean those areas defined on the Plat as being held in common ownership of the Farmington Greens Homeowners Association. Common Areas shall include, but not be limited to, village green, parks, trails, pathways, parking lots and wetland preserves within the development that are reserved for the use of the Lot Owners or the Association. Common Areas shall be owned by the Association and all Common Areas shall be managed and controlled by the Association for the common use and enjoyment of the Owners as more fully described in this Declaration.

- 1.4 "Declarant" shall mean and refer to PCI #1 LLC, the Manager of which is Proterra Companies, Inc., its successors and assigns, so long as Declarant assigns such rights of Declarant hereunder to any such person by an express written agreement.
- 1.5 "Declaration" shall mean this instrument as it may be amended from time to time.
- 1.6 "Design Guidelines" shall mean the Design and Development Guidelines, Farmington Greens P.U.D., Farmington City, Utah, a copy of which is attached hereto as Exhibit "B" and by this reference made a part hereof.
- 1.7 "Improvement", either public or private, shall mean all structures and appurtenances thereto of every type and kind, including but not limited to buildings, out buildings, walkways, sprinkler pipes, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, landscape features poles, signs, exterior air conditioning units or equipment.
- 1.8 "Lot" shall mean any area of real property within the Subdivision designated as a Lot on any subdivision plat recorded or approved by Declarant or its successor in interest.
- 1.9 "Maintenance Charges" shall mean any and all costs assessed against an Owner's Lot and to be reimbursed to the Association or the successor for work done pursuant to Section 3 hereof and fines, penalties and collection costs incurred in connection therewith.
- 1.10 "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one owner of record of legal title to a Lot then notice to any one of such owners of record shall be deemed notice to all owners of record of that Lot.
- 1.11 "Park Strip" shall mean the area in front of a Lot bordering a street beginning with the front line of the Lot and extending to the public asphalt roadway. The Park Strip shall include the sidewalk, the dirt planting area, and the curb and gutter.
- 1.12 "Plat Map" shall mean and refer to each and every plat of "Farmington Greens P.U.D." which will be recorded in the official records of the Davis County Recorder.
- 1.13 "Subdivision" shall mean, Farmington Greens P.U.D., which has been divided or separated into lots as shown on the Plat Map(s).
- 1.14 "Single Story" shall mean any dwelling structure that has only one (1) level of living space above the level of the finished lot grade.
- 1.15 "Two Story" shall mean any dwelling structure that has only two (2) levels of living space above the level of the finished lot grade.

2. OWNERS BOUND BY COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

- 2.1 Each Owner Bound by Terms of Declaration. Each Owner, by acceptance of a deed to a Lot, is deemed to have read and agreed to be bound by the terms and conditions of this Declaration.

3. MAINTENANCE

- 3.1 Purpose of Maintenance Charge. In order to create, maintain and improve the Subdivision as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Subdivision, each Owner covenants and agrees to maintain its Lot in accordance with the terms of this Declaration, or be subject to the assessment of Maintenance Charges to be levied by the Committee as hereinafter provided. The Committee may also levy a monthly fee for maintenance of common areas such as the village green, parks, tot lots, trails etc.

3.2 Maintenance of Common Areas. The Farmington Greens Homeowners Association shall be responsible for the maintenance of all areas identified on the plat as "Common Area". A fee shall be assessed to all lot owners for the purpose of funding the maintenance activities according to the procedures contained within this document and a budget that has been adopted at the annual meeting of the Association. A lien may be placed on each lot according to the rules and regulations contained in this document. Maintenance shall include, but not be limited to, all required planting or replanting of landscape areas, irrigation operations and costs, mowing, weeding, cleaning of common areas and plowing of snow or replacement of paved surfaces owned by the Association but not including paved surfaces within dedicated public roadways.

3.3 Maintenance of Park Strip. Each Owner shall be responsible to landscape and maintain the Park Strip fronting on each Owner's Lot. The landscaping of the Park Strip shall include at least one shade tree of the type and size listed and as located on the approved "Street Tree Plan" per street frontage. This maintenance shall include, without limitation, the mowing and watering of the designated Park Strips, removal of weeds, care of the street tree(s), clearing of debris, and other general care, removal of snow from the sidewalk, but not the removal of snow from the planted area of the Park Strip. In the event that any Owner shall fail to landscape or maintain the Park Strip, whether such failure is caused through the failure to act or the willful or negligent act of any Owner, his family, guests or invites, or otherwise, then, subject to the provisions of Section 3.4 hereof, the Committee and the successor Association, (hereinafter for convenience sometimes jointly referred to as the "Committee") shall have the right to cause such landscaping and maintenance to be performed, and the cost of such maintenance or repairs, shall constitute a Maintenance Charge to which such Owner's Lot shall be subject and the Maintenance Charge shall be secured by a Maintenance Charge Lien as set forth herein.

3.4 Improper Maintenance of Lot. Each Lot within the Subdivision shall be maintained by its Owner without regard to whether or not any improvements have been constructed thereon by said Owner. In the event that: (a) any portion of any Lot is so maintained as to present a public or private nuisance; or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Subdivision which are substantially affected thereby or related thereto; or (b) any portion of a Lot is being used in a manner which violates this Declaration; or (c) any Owner fails to maintain acceptable vegetation on any slope greater than 30% on said Owner's Lot; or (d) any Owner fails to perform any of its obligations under this Declaration or the architectural guidelines and standards of the Committee; then, subject to the provisions of Section 3.4 hereof, the Committee shall have the right to cause such landscaping and maintenance to be performed and the cost of such maintenance or repairs, shall constitute a Maintenance Charge to which such Owner's Lot shall be subject and the Maintenance Charge shall be secured by a Maintenance Charge Lien as set forth herein.

3.5 Notice to Owner. In the event that any Park Strip or Lot is not maintained or repaired as set forth herein, then the Committee may, by resolution, make a finding to such effect. Said Resolution shall specify the particular condition or conditions which exist on said Lot. Upon adoption of such a Resolution, the Committee shall give written notice thereof to the Owner of the applicable Lot, that, unless the conditions stated in the Resolution are corrected within thirty (30) days of the date of such notice, the Committee shall have the right, without further notice or demand, to cause the conditions set forth in the Resolution to be corrected at the cost of such Owner. If at the expiration of said thirty (30) days the requisite corrective action has not been taken, the Committee shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become part of the Maintenance Charge levied against said Lot, and shall be secured by the Maintenance Charge Lien. The Maintenance Charge shall be levied against only the Lots set forth in the Resolution adopted by the Committee. Written notice of the amount of Maintenance Charge levied shall be given to the Owner of the Lot. The Maintenance Charge shall be due and payable in full within thirty (30) days of the date of such notice.

3.6 Maintenance Charge Lien. The Maintenance Charges, together with interest, costs, and reasonable attorneys' fees, shall be secured by a lien (the "Maintenance Charge Lien"), on the Lot to which such charges relate in favor of the Committee. Such charges, costs, expenses shall be a lien upon the Lot against which each such charge is made until paid in full. The Maintenance Charge Lien shall be a charge on the Lot, shall attach from the date when the unpaid charge shall become due and shall be a continuing lien upon the Lot against which each such assessment is made until paid in full. Each such Maintenance Charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time the Maintenance Charge becomes due. The Maintenance Charge Lien may be foreclosed by the Committee in the same manner as a

mortgage on real property, upon the recording of a Notice of Delinquent Maintenance Charge as set forth in Section 3.6 hereof. The Committee shall be entitled to purchase the Lot at any such foreclosure sale.

3.7 Effect of Nonpayment. Any Maintenance Charge not paid within thirty (30) days of the date of written notice of the amount thereof, shall be deemed delinquent and shall bear interest at the rate of eighteen percent (18%) per annum from due date until paid. The Owner of the applicable Lot shall be liable for all costs, including attorneys' fees, which may be incurred by the Committee in collecting the same. The Committee may also record a Notice of Maintenance Charge Lien against any Lot as to which a Maintenance Charge is delinquent. The Notice shall be executed by a member of the Committee, set forth the amount of the unpaid assessment, the name of the delinquent Owner and a description of the Lot. The Committee may establish a fixed reasonable fee to reimburse the Committee for the Committee's cost in recording such Notice, processing the delinquency and recording a release of said lien, which fixed fee shall be treated as part of the Maintenance charge of the Committee secured by the Maintenance Charge Lien. The Committee may bring an action at law against the Owner personally obligated to pay the delinquent assessment and/or foreclose the lien against said Owner's Lot. Commencement of an action against said Owner shall not be deemed to be a waiver of the right to foreclose the lien granted herein unless and until all amounts due are paid in full. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use or abandonment of his or her Lot.

3.8 Priority of Lien. The Maintenance Charge Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is a lender (or its successors or assigns) which has previously lent funds, the security of which is the Lot against which the maintenance Charge Lien is assessed, and shall also be subject to and subordinate to liens for taxes and other public charges. Except as provided above, the Maintenance Charge Lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the applicable Lot after the date and time of the recordation of the Notice of Maintenance Charge Lien. Subsequent sale or transfer of any Lot shall not affect the Maintenance Charge Lien.

4. DESIGN REVIEW COMMITTEE

4.1 Purpose. In order to create, maintain and improve the Subdivision as a pleasant and desirable environment; to establish and preserve a harmonious design for the community; to establish procedures for the enforcement of the terms and conditions of this Declaration; to protect and promote the value of the Subdivision; to approve the exterior design of all improvements constructed within the Subdivision, landscaping and changes or alterations to existing use, landscaping and exterior design; all development activity shall be subject to the prior review and approval of the Design Review Committee.

4.2 Creation of Design Review Committee. The Design Review Committee (the "Committee") shall consist of three (3) members. The initial Design Review Committee shall consist of Charles W. Akerlow, Michael C. Akerlow and Gerard P. Tully. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall by majority vote have full authority to designate a successor.

4.3 Committee Duties. The Committee shall be responsible for the review and approval of all plans for the construction of any improvements upon any Lot, for the enforcement of the provisions of this Declaration, and for such other matters as shall be reasonably necessary to give effect to the purpose of this Declaration. In addition to the authority herein expressly given, the Committee shall have such rights, powers, and privileges as shall be reasonably necessary to give effect to this Declaration and the enforcement thereof.

4.4 Use of Consultants. The Committee is hereby authorized to retain the services of one or more consulting architects, landscape architects or urban designers, licensed to practice in the State of Utah, to advise and assist the Committee in performing the design review functions prescribed in this Declaration and to carry out the provisions set forth herein.

4.5 Declarant and Committee Not Liable. The Declarant and Committee shall not be liable in damages to any person submitting any plans for approval, or to any Owner or Owners of Lots within the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans.

Neither Declarant nor the Committee nor any member thereof, nor their duly authorized representative shall be liable to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Declarant or the duties of the Committee hereunder, unless due to the willful misconduct or bad faith of the Declarant or the Committee. Any person or group acquiring the title to any Lot in the Subdivision or any person submitting plans to the Declarant or the Committee for approval, by so doing shall be deemed to have agreed and covenanted that he, she, or they will not bring any action or suit to recover damages against the Declarant or the Committee, its members as individuals, or its advisors, employees, or agents.

4.6 Construction Cleaning and Design Review Deposit. Concurrent with submittal of the proposed home plans for each Lot, each Owner shall be required to pay a Construction, Cleaning and Design Review Deposit (the "Deposit") in the amount of Four Hundred Dollars (\$400.00) to the Committee before any home plans shall be reviewed or approved by the Committee. The Deposit shall be held and used by the Committee as set forth in this Section. Upon completion of the construction of improvements upon the Owner's lot, the Owner shall be entitled to a refund of Two Hundred Dollars (\$200.00), provided that the Lots and public improvements adjacent to the Owner's Lot are free of construction debris and damage resulting from construction on Owner's Lot. Said Owner shall be required to cause said adjacent Lots and public improvements to be free from construction debris and damage and no refund shall be made until the Owner has so complied. In the event such Owner fails to so comply, then the Committee shall be entitled to use said funds in payment of costs and expenses incurred to do so. In the event that the cost of removal of said construction debris and/or repair of damage is in excess of Two Hundred Dollars (\$200.00) then any such amount in excess of Two Hundred Dollars (\$200.00) shall constitute a Maintenance Charge that is subject to repayment pursuant to Section 3 hereof, by the Owner of the applicable Lot. The balance of the deposit shall be retained by the Committee to pay costs and expenses incurred in reviewing plans, including payment to consultants, architects, planners or members of the Committee.

4.7 Completion Required Before Occupancy. Unless approved by the Committee, no Building within the Property shall be occupied until and unless the owner of such Building shall have completed the Building in accordance with, and complied with, all approved plans, and specifications and a final inspection has been conducted and approval given by Farmington City.

5. COVENANTS, CONDITIONS, AND RESTRICTIONS

5.1 Use of Lots. All Lots within the Subdivision shall be used only for the construction and occupancy of one single family dwelling, not to exceed two stories in height at street grade, together with a private attached or detached garage for not less than two vehicles and for not more than four vehicles. No Basements shall be permitted on any lot. Off-street parking and parking aprons or driveways shall be as approved or required by the Committee. Lots may also be used for the construction of typical residential amenities such as a family swimming pool, tennis court, etc. All Lots shall be used, improved and devoted exclusively for such single-family residential use. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any such Lot and no persons shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage, without review and approval by the Committee and approval from the appropriate officials of Farmington City. No commercial property, as identified on the approved Farmington Greens P.U.D. Master Plan, shall be governed by this Declaration. A separate Declaration shall be approved by Farmington City and filed in connection with the platting of commercial lots.

5.2 Architectural Control. No landscaping, grading, excavation, building, fence, wall, residence or other structure, or alteration of any kind shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications thereof along with a topographical plan showing the location of all improvements, including a detailed landscaping plan has been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, excluding exterior color scheme, and all changes in the grade of any Lot shall be subject to the prior written approval of the Committee. No changes or deviations in or from the plans and specifications once approved by the Committee shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner shall be responsible for obtaining the required building permit(s) from Farmington City.

5.3 Design Review Deadlines. Upon receipt by the Committee of a written request for approval provided for or required by this Declaration, the Committee shall, within ten (10) days after receipt of such request for approval, either: (a) approve the plans and specifications as submitted; or (b) notify the party making such request of any objections thereto (such objections to be specifically stated). Such party may within fifteen (15) days thereafter resubmit to the Committee its request for approval rectifying any such objections. The Committee shall then have an additional fifteen (15) days after receipt of such revisions to approve or disapprove same. Failure to give any written notice of disapproval within the periods provided for above shall constitute approval thereof by the Committee.

5.4 Construction Quality, Size, and Height. The Committee shall base its approval of construction plans, specifications, landscaping plans and other alterations, upon the acceptability and harmony of the external design of the proposed structures with respect to compliance with the Farmington Greens Design and Development Guidelines.

5.4.1 Materials: Quality. All structures constructed within the Subdivision shall be of new materials and shall be of good quality workmanship and materials. Only those exterior materials and colors, which will blend harmoniously with the overall image of the community, shall be permitted. Masonry (brick, stone and stucco) exterior is strongly encouraged. Log structures except as accent features are prohibited. All roof materials and colors must be approved by the Committee. The minimum roof pitch shall be at least 5/12. The Committee may grant a variance of the pitch based upon a review of the overall architectural design of the structure. A minimum width of six (6) inches shall be required on the fascia. All stacks and chimneys from fireplaces in which combustible materials other than natural gas are burned shall be fitted with spark arresters. All Owners shall strictly comply with all state laws and Farmington City Ordinances pertaining to fire hazard control.

5.4.2 Minimum Size of Dwelling. No dwelling shall be permitted on any Lot wherein the floor area of the main structure of the dwelling, exclusive of garages and open porches, is less than the following area of measurements:

- (i) For a Single Story dwelling, 1,200 square feet;
- (ii) For a Two Story dwelling, 720 square feet on the main floor with the aggregate footage of the upper two (2) floors (including the main floor level) of the structure totaling a minimum of 1,200 square feet;
- (iii) Design Guidelines. All buildings, structures and improvements on any Lot shall comply with the Farmington Greens Design and Development Guidelines attached hereto as Exhibit "B".

5.4.3 Maximum Height of Dwelling. The maximum height of any structure shall be governed by Farmington City ordinances and the Farmington Greens P.U.D. Design and Development Guidelines attached hereto as Exhibit "B".

5.4.4 Basements. The construction of basements within Farmington Greens P.U.D. is not permitted. All finished floor elevations for inhabitable spaces within structures shall be set at 1' above the minimum elevation for the top back of curb that fronts the Lot or at an elevation as established on the Plat.

5.5 Construction Time. The construction time for the exterior portion of any structure shall not exceed twelve (12) months from start to finish, including landscaping. "Start" of construction shall be the issuance of the permits necessary for the anticipated work. All building debris, excavation, dirt, and the like, associated with the building process shall be removed within the said twelve (12) month period. Such debris and excavation dirt shall not be

permitted on any of the streets or sidewalks in the Subdivision. Extensions may be granted due to individual circumstances upon written request and the payment of an extension fee to the Design Review Committee.

5.6 Building Location. All setbacks, side yards, and rear yards shall be in conformance with Exhibit "C" contained herein and as listed on the Plat, which has been approved by Farmington City.

5.7 Landscaping. Trees, lawns, shrubs and other plantings provided by the Owner either before or after construction of a residence upon a Lot shall be properly nurtured and maintained or replaced at the Owner's expense upon request of the Committee. No fence, wall, or screen shall be erected without prior written approval of the Committee. No fence, wall, hedge or screen shall be erected that would obstruct sight lines or otherwise constitute a traffic hazard, particularly near driveways and street intersections. Topsoil is to be removed and stockpiled before excavation for foundations or footings. The topsoil is to be replaced at the time of finish grading on each Lot. No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must be approved by the Design Review Committee. Each dwelling unit shall have an outdoor sprinkler system for irrigation.

5.7.1 Deadline for Completion of Landscaping. The front yard of each Lot (from the street to the front line of the residence on the Lot) shall be landscaped within four months (4), weather permitting, of the occupancy date of any structure built upon said Lot. The remainder of the Lot shall be landscaped within one (1) year of the occupancy date of any structure built upon said Lot.

5.7.2 Revegetation of Slopes or Wetlands. Where any slope on any Lot has a slope of 30% or greater, the Owner thereof shall be required to present a revegetation plan to the Design Review Committee for review and approval and to immediately revegetate said slope. Damage to any wetland area is prohibited without prior approval of the U.S. Army Corps of Engineers. Any such damage or grading that may occur shall be restored to the original condition of the direction of the Corps.

5.8 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage or barn, no temporary buildings or structures of any kind, and no recreation vehicle shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any Lot shall be removed immediately after the completion of construction.

5.9 Out Buildings or Structures. It is understood that out buildings such as swimming pool and tennis court dressing facilities may be constructed on any Lot as long as such improvements are in conformity with the requirements of this Declaration and Farmington City ordinances and are approved by the Committee. All pools must be fenced in strict compliance with applicable Farmington City Ordinances.

5.10 Exterior Antennas, Lights and Power Lines. Exterior antennas are prohibited. TV dishes may be allowed provided the visible disturbance to neighboring properties and streets are minimized. The size, type and location of TV dishes must be approved by the Committee prior to installation. Exterior lighting that is detached from a residence will not be allowed unless approved by the Committee. It is anticipated that variances for exterior lights, detached from a residence, that are positioned above a one-story level (i.e. such as tennis court lighting) will rarely be given. All power lines and similar type cables shall be buried underground on each Lot.

5.11 Nuisances: Construction Activities. Construction activities shall not commence prior to 7:00 a.m. or continue past 8:00 p.m. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such Lot or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to the owners of any other Lot in the vicinity thereof, or to the occupants of such other Lot. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration. However, all Lots shall be kept in a neat and orderly condition during construction periods. Trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials shall be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on any Lot during

construction of improvements may be kept only in areas approved by the Committee, which may also require screening of such material and equipment storage areas.

5.12 Parking or Storage of Vehicles. No articles, material, equipment or vehicles of any nature shall be parked or stored on any street located within the Subdivision. Licensed, regularly used passenger vehicles (i.e. visitor vehicles) may be parked in the street of the Subdivision for brief periods of time (i.e. less than twenty-four hours). Overnight parking of such vehicles shall generally be restricted to the driveway of the dwelling being visited. No automobiles, trailers, boats, racks, snowmobiles, motor-homes, recreational vehicles or any other type of vehicles shall be stored in driveways within the front yard setback at any time. Such vehicles or equipment that are properly licensed and in running condition may be stored on side Lots if properly screened from view. The acceptability of the screening structure must be approved by the Committee.

5.13 Garbage and Refuse Disposal. No Lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such materials shall not be kept on any Lot except in covered containers. All Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during public collection. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The burning of rubbish, leaves or trash within the Subdivision is prohibited. Each Lot and its abutting street are to be kept free of trash, weeds, and other refuse by the Lot Owner. No unsightly material or objects are to be stored on any Lot in view of the general public.

5.14 Signs. No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed to the public view on any Lot, without the express written consent of the Committee; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice seven square feet or smaller in size which states that the premises are for rent or sale. The Committee may cause all unauthorized signs to be removed. This section shall not apply to any signs used by Declarant or its agents in connection with the original development and sale of the Lots.

5.15 Repair of Improvements. No improvements on any Lot shall be permitted to fall into disrepair and such improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 5.2 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished at the sole expense of the owner of such Lot.

5.16 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control. Farmington Greens P.U.D. is located within an agriculturally zoned area of the City. As such, neighboring properties may engage in permitted agricultural activities that result in noises and odors common to such activities. Large animals may be kept on adjacent properties as regulated by Farmington City ordinances. Owners within the Farmington Greens P.U.D. shall acknowledge the existing rights of these agricultural activities.

5.17 Restriction on Further Subdivision, Property Restrictions and Rezoning. No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no easement, shall be conveyed or transferred by any Owner, without the prior written approval of the Committee, which approval must be evidenced on the official plat or other instrument creating the Subdivision, easement, or other interest. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Committee. Any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon, shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Committee and the proposed use otherwise complies with the provisions of this Declaration.

5.18 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing or sale of Lots within the Subdivision.

6. DESIGN REVIEW COMMITTEE DISSOLUTION

6.1 Farmington Greens Design Review Committee. Three months after the sale and closing of the last lot in the subdivision, unless a sooner date is chosen by Declarant, the Design Review Committee shall be dissolved and its duties shall be assumed by the Farmington Greens Homeowners Association.

7. FARMINGTON GREENS ASSOCIATION.

7.1 First Annual Meeting. Within thirty (30) days after appointment by the Design Review Committee, the acting Chairperson shall be responsible to call the first annual meeting of the Farmington Greens Association. The purpose of this meeting shall be to elect four additional Committee members. Two Committee members shall be elected for two-year terms and two members for three-year terms. At each annual meeting of the Association thereafter any vacant seat on the Association Committee shall be filled with a member elected for a three-year term. The Farmington Greens Home Owners Association shall at all times be composed of five members.

7.2 Association Qualification. All Lot Owners shall be members of the Association. Lot Owners in good standing as defined in the bylaws of the Association shall be eligible for Management Committee membership.

7.3 Vote. The Owner of each Lot in the subdivision is allowed one vote in the Association. When a Lot is held in joint ownership the owners shall be entitled to cast only one (1) vote. The Association is to meet annually to vote upon business that is in the common interest of the Owners.

7.4 Association Duties. Except as otherwise provided for herein, the Association shall be responsible for the enforcement of the provisions of this Declaration on an ongoing basis, to maintain the integrity of the property values encompassed by this Declaration, and for such other matters as shall be reasonably necessary to give effect to the purpose of this Declaration. In addition to the authority herein expressly given, the Association shall have such rights, powers, and privileges as shall be reasonably necessary to give effect to this Declaration and the ongoing enforcement thereof. In the event of dissolution of the Association, the Owners remain liable for the enforcement of the Declaration and shall perform the obligations and duties of the Association as defined herein.

8. EASEMENTS

8.1 Drainage and Public Utility Easements. Easements for installation and maintenance of utilities and drainage facilities and other uses are reserved as shown on the Plat Map. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may permanently damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels or easements without prior written approval from the Design Review Committee. The easement area of each of the Lots and all improvements in such easement area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

8.2 Reservation of Easements.

8.2.1 No Owner shall interfere with the established points at which drainage easements enter and leave his Lot.

8.2.2 Declarant further expressly reserves for itself, its agents, employees, easements of access, ingress and egress, over the Lots, for the purpose of maintaining, repairing and installing water and other utility lines, drainage structures, sewer pipelines and laterals if necessary, in accordance with the provisions of this Declaration, and as otherwise provided by law.

8.3 Easements for City and County Public Service Use. There shall be and Declarant hereby reserves and covenants for itself and all future Owners within the Subdivision, easements for city, county, state and

federal public services, and for public utilities, including but not limited to, the right of the police to enter for the purpose of enforcing the law.

9. TERM AND AMENDMENTS

9.1 Term; Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date of recordation. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners (based upon one vote per Lot) casting seventy-five (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 ten (10) year extension thereof. This Declaration may be terminated at any time if at least ninety percent (90%) of the votes cast by all Owners shall be cast in favor of termination at an election duly held for such purpose. No vote to terminate this Declaration shall be effective unless and until the written consent to such termination has been obtained, within a period of six (6) months prior to such vote, to six (6) months after such vote, from the holders of recorded first mortgages or deeds of trust on seventy-five (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 Committee shall cause to be recorded in the Davis County records a "Certificate of Termination", duly signed by a member of the Committee or Association as applicable, and acknowledged before a Notary public. Thereupon the covenants herein contained shall have no further force and effect, and the Committee and the Association shall be dissolved pursuant to the terms set forth herein.

9.2 Amendments. This Declaration may be amended by recording in the Davis County records a "Certificate of Amendment", duly signed and acknowledged as required for a Certificate of Termination. Any amendment shall be effective only if the written consent is obtained from the holders of recorded first mortgages or deeds of trust on seventy-five percent (75%) of the Lots upon which there are such recorded first mortgages or deeds of trust.

9.3 Additional Property. Notwithstanding any other provision of this Declaration, Declarant shall have the right to unilaterally provide for the amendment of this Declaration for the purpose of causing additional property to become subject to the terms and conditions hereof. Such right shall be exercised in the sole and absolute discretion of Declarant and may be exercised on one or more occasions. The right herein reserved shall be exercised without the requirement of any vote of consent of any Owner, by the recording of an amendment to this Declaration, executed by Declarant (and the fee owner of the real property to be annexed hereto, if other than Declarant), which shall provide a legal description of the real property to be annexed, a statement that such additional property shall thereby be made subject to the terms and conditions hereof, and such other matters as Declarant shall determine to be necessary, provided, however, that no such unilateral amendment shall materially impair the right of any existing Owner of a Lot in the Subdivision.

10. MISCELLANEOUS

10.1 Interpretation of the Covenants. Except for judicial construction, the Committee 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 Committee's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by this Declaration and the provisions hereof.

10.2 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 or any of the other provisions hereof.


10.3 Rules and Regulations. The Committee shall have the right to adopt rules and regulations with respect to all aspects of the Committee's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration.

10.4 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release and otherwise deal with easements, reservations, exceptions and exclusions which do not materially interfere with the best interests of Owners and/or the Committee including, but not limited to, access and utility easements, road easements, pedestrian and equestrian easements, pedestrian and hiking trails and easements, mountain bike easements and drainage easements.

10.5 Declaration to Run with the Land. Declarant for itself, its successors and assigns, hereby declares that all of the Subdivision shall be held, used and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in a lot in the Subdivision.

IN WITNESS WHEREOF, Declarant has hereunto caused its name to be signed by the signature of its duly authorized representatives as of the day and year first hereinabove written.


DECLARANT: PCI #1 LLC by
Proterra Companies, Inc.



Charles W. Akerlow, President

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

The foregoing instrument was acknowledged before me this 27th day of February 2003, by Charles W. Akerlow, who is the President of Proterra Companies, Inc., a Utah Corporation, which is the Manager of PCI #1 LLC a Utah Limited Liability Company, who acknowledged to me that the foregoing instrument was signed by him in behalf of said company.



Notary Public
Residing at: 261 E. Broadway #100



My Commission Expires:
8/20/06

Exhibit "A"

Legal Description of the Property

Real property located in Davis County, State of Utah, more particularly described as follows:

FARMINGTON GREENS P.U.D.

BEGINNING AT A POINT THAT IS WEST 79.86 FEET AND NORTH 315.94 FEET FROM THE CENTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE:

NORTH 89°50'03" EAST 144.77 FEET TO A POINT ON A 72.50 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 67°25'01" EAST 55.30 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°50'03" A DISTANCE OF 56.73 FEET;
THENCE NORTH 45°00'00" EAST 145.78 FEET TO A POINT ON A 72.50 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 22°48'15" EAST 54.78 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°23'30" A DISTANCE OF 56.17 FEET;
THENCE NORTH 00°36'30" EAST 220.85 FEET MORE OR LESS TO THE SOUTH RIGHT OF WAY OF CLARK LANE;
THENCE SOUTH 89°23'30" EAST 1135.00 FEET MORE OR LESS ALONG THE SOUTH RIGHT OF WAY OF CLARK LANE;
THENCE SOUTH 00°36'30" WEST 70.00 FEET;
THENCE SOUTH 89°23'30" EAST 68.77 FEET;
THENCE SOUTH 34°42'20" EAST 110.82 FEET;
THENCE SOUTH 00°36'30" WEST 167.07 FEET;
THENCE NORTH 89°23'30" WEST 132.83 FEET;
THENCE SOUTH 00°36'30" WEST 103.90 FEET TO A POINT ON A 102.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 04°56'35" WEST 15.49 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 08°40'11" A DISTANCE OF 15.51 FEET;
THENCE SOUTH 80°43'19" EAST 13.28 FEET;
THENCE SOUTH 45°00'00" EAST 150.00 FEET;
THENCE SOUTH 05°54'22" EAST 123.69 FEET;
THENCE SOUTH 45°00'00" WEST 61.50 FEET;
THENCE SOUTH 45°00'00" EAST 14.00 FEET TO A POINT ON A 63.50 FOOT RADIUS NON-TANGENT CURVE TO THE SOUTH, THE CHORD OF WHICH BEARS SOUTH 06°22'06" EAST 79.29 FEET;
THENCE ALONG SAID CURVE TO THE SOUTH THROUGH A CENTRAL ANGLE OF 77°15'48" A DISTANCE OF 85.63 FEET;
THENCE SOUTH 45°00'00" EAST 139.94 FEET;
THENCE SOUTH 45°00'00" WEST 432.00 FEET;
THENCE NORTH 45°00'00" WEST 138.38 FEET;
THENCE SOUTH 45°00'00" WEST 194.00 FEET;
THENCE SOUTH 45°00'00" EAST 135.50 FEET;
THENCE SOUTH 45°00'00" WEST 448.96 FEET;
THENCE SOUTH 89°50'03" WEST 226.80 FEET;
THENCE DUE WEST 665.82 FEET MORE OF LESS TO THE EAST RIGHT OF WAY LINE OF 1525 WEST STREET;
THENCE NORTH 00°09'57" WEST 967.96 FEET ALONG THE EAST RIGHT OF WAY OF 1525 WEST STREET;
THENCE DUE NORTH 315.94 FEET ALONG THE EAST RIGHT OF WAY OF 1525 WEST STREET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 51.42 ACRES.

Exhibit "B"

Farmington Greens Design Guidelines

FARMINGTON GREENS

ARCHITECTURAL DESIGN GUIDELINES

AND REQUIREMENTS

PART I

PROCEDURE

I. STATEMENT OF POLICY

Property in the Farmington Greens P.U.D. Subdivision (the "Subdivision") is subject to recorded subdivision restrictions set forth in the Declaration of Covenants, Conditions and Restrictions for Farmington Greens P.U.D., (the "Declaration") recorded in the Davis County Records, Book Number _____, Page Number _____. Capitalized terms not otherwise defined in these Architectural Design Guidelines and Requirements (the "Guidelines") shall have the meanings given to such terms in the Declaration.

This Declaration provides that construction of all Improvements of any kind, including landscaping, on any Lot of the Subdivision, requires the approval of the Design Review Committee ("DRC") (or the Board, in the event the DRC is no longer in existence) and shall comply with these Guidelines. These Guidelines, as the same may be modified or supplemented by the Board or the DRC, from time to time, set forth the design standards and requirements for the construction and maintenance of Improvements on a Lot of the Property. These Guidelines shall be utilized by the DRC or the Board as appropriate in determining the acceptability of the particular proposed Improvement of a lot.

As used herein the term "Applicant" shall mean an Owner or the agent of an owner or a person possessing valid power of attorney or other proxy or authorization of an Owner, sufficient in the reasonable judgment of the DRC to empower such person to act on Owner's behalf for the purposes of securing approval for plans for any Improvement within the Subdivision.

These Guidelines have been formulated to assist Owners and contractors in creating the best possible environmental plan for their property and in relating their project to the Subdivision and its orderly development. These Guidelines shall apply to all types of construction, including, but not limited to, single family and all other private construction.

Plans and specifications for all Improvements to a Lot must be submitted to and approved in writing by the DRC prior to commencement of any construction. Applicants are responsible for securing all necessary local and federal permits, and for payment of all fees associated with the development.

These Guidelines are intended to supplement the Declaration the standard by which all development activity is conducted within the Subdivision. In the event of a conflict between the provisions of these Guidelines and those set forth in the Declaration, the provisions of the Declaration shall govern and control.

2. COMMITTEE REVIEW PROCESS.

ALL OWNERS SHOULD BECOME FAMILIAR WITH ALL APPLICABLE ORDINANCES AND OTHER APPLICABLE CODES BEFORE BEGINNING DESIGN OR CONSTRUCTION WORK.

All plans for Improvements within the subdivision must be reviewed for approval by the DRC. In reviewing an applicant's submittal, the DRC will make reference to the applicable Declaration and to these Guidelines. Both documents will serve as resources in helping the DRC deliberate upon all plans submitted for review.

These Guidelines should be reviewed by an Owner or his representative prior to preparation of the actual plans. This will ensure that the submittal is complete and in conformity with the Declaration and these Guidelines. It is also necessary that the Owner or his representative contact the DRC Office to verify all set back requirements. **NO APPROVAL WILL BE GIVEN ON ANY PLANS UNTIL LEGAL PROOF OF OWNERSHIP ON THAT LOT HAS BEEN PROVIDED TO THE DRC.**

The DRC meets bimonthly or as warranted by the number of submittals, to review proposed projects (this policy subject to change without notice). All plans to be reviewed must be submitted by noon at least two (2) days prior to the next scheduled meeting date. Confirmation of specific meeting dates can be made by calling the DRC's office.

If any variance to either the Declaration or the Guidelines is desired, the request shall be specifically stated and submitted with full documentation in support thereof. Failure by the DRC to respond to the request for a variance shall be considered disapproval.

The DRC shall endeavor to approve or disapprove all plans within fifteen (15) days after receipt of the Application (in complete form). In the event the DRC fails to approve or disapprove the Plans within fifteen (15) days after receiving the Application and accompanying documents, the applicant may deliver to the DRC within five (5) days after the expiration of the fifteen (15) day period, a notice of non-action. Should the DRC fail to respond to the notice of non-action within fifteen (15) days of receipt of the notice, the applicant may consider all plans approved, except in the case of a variance request.

3. PLAN SUBMITTAL.

- A. When plans are submitted for review by an Owner or his contractor, a plan submission form prepared by the DRC must be completed and signed by both the owner and the contractor. This form states the requirements and policy information, which will apply during construction.
- B. For a typical building project, two (2) complete sets of required information must be submitted to the DRC for review and approval. One set will be returned to the applicant with comments. All plans submitted for review must be accompanied by a completed Farmington Greens Development Approval Application (see sample, Appendix I). Reverse plans will be accepted, provided all sheets are consistent; plot plans must be shown, as building will be constructed. The following items must be included on all house and building addition plans:
 1. Plot plans must show Lot lines, Lot number, tract number and street address, easements and North point. Also, location of house or other proposed or existing structures, drawn to scale with front, rear and side yard restriction lines noted.
 2. Location of proposed cur and/or fill, indicating the slope and height of each.
 3. Location of parking areas, driveways, fences, walls and walks.

4. Location of external furnace, air-conditioner condenser, special equipment for solar storage, spas and pools.
 5. Floor plans with room dimensions and livable square feet.
 6. Elevations noting all sides of structures, fences, and the like matters, indicating all materials to be used.
 7. Sections: Indicating framing and foundation structure.
 8. Electrical: Including location and type of exterior fixtures. Minimum required: Two garage or front lights and one at entry. All exterior lights must be approved by DRC.
 9. Description of exterior colors and finishes of structures, fences and the like.
 10. Landscape Plan: The plan must show shrubs, type of ground cover, trees and the like, on all frontyard areas from the structure forward and extending to the curb and street.
- C. Plan information for fences, walls, decks, spas, pools and the like, must show location on the Lot, description of materials and constructions details, i.e., footings, steel details, colors.

4. FEE SCHEDULE AND APPROVAL.

To ensure clean-up and total compliance with the approved plans, a deposit is required of the Owner and/or general contractor in the amount of Four Hundred Dollars (\$400.00). The Deposit shall be held and used by the DRC as outlined in section 4.6 of the Declaration. All checks returned for lack of funds will be assessed an additional charge.

- A. Once cancellation of intent to construct has been submitted and deposit(s) returned, DRC approval of plans submitted is automatically declared null and void. Regeneration of intent to construct will require full deposit and reconsideration of plans by the DRC.
- B. DRC project approval and submission fees are non-transferrable. To cancel, an owner must submit approved plans and letter requesting deposit refund.
- C. A period of fifteen (15) days after each submission shall be allowed for DRC review. If plans are approved, DRC will return them with an approved stamp, or list the required modifications or clarifications. When the plans are denied approval, the reasons shall be noted by letter. When corrections are made the plans may be resubmitted without additional fee. Another fifteen (15) days shall be allowed for review. Should fifteen (15) days after submission of plans elapse without receiving DRC approval or disapproval, the submittal shall be deemed to have received approval.
- D. When construction of any kind is commenced without prior DRC approval, a violation will be issued assessing a fine determined by the DRC or the DRC to be appropriate in their sole discretion.

Note #1: A cancellation fee of \$30 will be retained by the DRC when approved projects are cancelled. Cancellation requests must be in writing and signed by the Owner.

5. COMPLIANCE DURING CONSTRUCTION.

The Owner will be responsible for all of the actions of its contractor and subcontractors and their employees at the job site and within the Farmington Greens Project.

- A. No construction activity is permitted before sunrise or after sunset, unless prior arrangements have been made with Farmington Greens Architectural Inspector.
- B. Parking at the job site must be orderly. Street parking must be in accordance with Farmington City Code.
- C. No excessive noise will be permitted. (Loud radios or tape decks, offensive language, and the like.)
- D. Dumping of unused or washed concrete is not permitted within the subdivision except as permitted by the DRC.
- E. No burning or fires will be permitted on site during construction.
- F. Temporary curb ramps must be of wood or manufactured metal and be removed at the end of each working day.
- G. Job site and adjoining lots shall be maintained in a neat and orderly condition at all times. Failure to maintain this requirement will necessitate the use of DRC personnel labor to retrieve all paper and debris. The cost will be at the rate of \$25 per hour plus the cost of any equipment, if required. The minimum charge will be \$25.

6. FINAL INSPECTION.

Any deviation from the plans must be approved by the DRC prior to implementation. Changes, if approved, will be in writing. Upon completion of the building/structure and all site improvements (fence, landscaping, etc.) the Owner or its contractor shall request a final inspection.

7. COMPLETION DATE.

Construction must be prosecuted continuously and diligently and be completed within a period of twelve (12) months from the date of building permit issuance. If not completed, the affected Lot may be treated as a nuisance and in violation of these Guidelines and abated by appropriate action of the DRC. Failure to respond will result in the issuance of Notice of Non-Compliance with resulting fines.

8. LIMITATION OF RESPONSIBILITIES OF DRC.

- A. The DRC does not consider and assumes no responsibility for:
 - 1) Soil erosion
 - 2) Compliance with governmental laws, ordinances and regulations;
 - 3) Actual design efficiency of a lot
 - 4) Lot identification.
 - 5) Water Table or Wetland Delineations

PART II

DESIGN REVIEW STANDARDS

1. DUPLICATION OF DESIGN.

FARMINGTON GREENS IS A TRADITIONAL NEIGHBORHOOD PROJECT. *Emphasis will be given to House Designs in which the garage is pushed back from the front of the house, where porches are incorporated into the design and where the dominant architectural style is traditional rather than modern.* The DRC shall have the power to withhold approval of any architectural design which has exceeded a number of duplications and which begin to represent mass production. Duplicate designs or similar structures must be separated by a minimum of four lots distance if on the same side of the street. If duplicate designs are on the same street, but across the street from one another, they must be separated by at least 2 full lots on either side of the street. Mirrored architectural plans will be considered on a case-by-case basis when determining acceptable separation. Developers constructing a prototype residential model shall choose locations carefully so as not to create an appearance of duplication or saturation.

2. RESIDENTIAL PROJECTS.

It is the desire of the DRC that all Owners will seek professional help in planning their homes, particularly when site conditions present special problems. The DRC encourages lot owners to plan their structures in an original style with emphasis on relationship to existing site conditions and neighboring structures. Building square footage areas should be comparable to those of surrounding homes with a minimum livable space as outlined in section 5.4.2 of the Declaration.

In reviewing residential design there are two types of homes, which present potential problems to the community. The first of these is the stock plan home. Problems arise when there are too many of the same plans close to each other and when the plan does not fit well on the Lot.

The second type of house with which there are frequent difficulties is the home, which is designed whether by the property owner himself, or in consultation with his contractor where neither are professional designers. Professional help is encouraged in order to provide complete, legible coherent submittals.

3. GENERAL DESIGN MATERIALS AND FINISHES.GENERAL:

Storage areas, screened from public view, should be provided. Screening can be by means of fencing or by substantial landscaping.

All utility boxes shall be shielded from public view. Electrical boxes, when located on building walls, shall be painted so as to be compatible with the adjacent wall.

Exposure to the skyline of utility vent stacks, and the like, shall be kept to a minimum.

FOUNDATIONS:

Exposed concrete foundations walls are to be finished with stonework or textured stucco finish. Foundation walls, where not overly exposed to view or when used as an integral part of the overall design concept, may be approved by the DRC.

Concrete block, not consisting of an integral color or split face, used in foundation work shall be stucco finished coated or painted with a flat masonry paint on that portion extending above finished grade; said portion

should be minimized. The color shall be harmonious with the overall color scheme of the structure. Decks above grade shall be designed to give a feeling of permanency, strength and unity. Open spaces under decks or buildings must be designed to prevent harboring of animals.

EXTERIOR WALLS:

Exterior siding and finishing should give a feeling of unity. Generally, one dominant type of siding should be used per structure and it should be applied in a uniform pattern or manner. Directional changes and the application of secondary exterior materials will be allowed only when it is an integral part of the design concept.

WINDOWS AND OPENINGS:

Exterior walls shall be designed to afford a consistent, harmonious appearance. Vertical and horizontal lines shall relate throughout the structure to create pleasing designs. Windows shall not be arbitrarily placed. No plexiglass or similar products are permitted except for skylight applications.

All exterior rough hardware shall be galvanized or otherwise rust resistant. Nails for exterior siding and trim that is to be left natural or clear finished shall be hot dipped galvanized, aluminum or stainless steel.

Appropriate materials are as follows:

SIDING: Fiber cement or wood siding may be used for trim application or as the exterior siding material for the entire structure. No Vinyl siding shall be permitted as a dominant siding material.

STUCCO: Natural or synthetic stucco will be considered on the individual merit of the design.

MASONRY: Stone and brick are acceptable masonry materials. Concrete block in limited application may be approved and must be finished (with paint or stucco) to match or blend with surrounding materials. Split-Face block may be used if colors and appearance meet the approval of the DRC.

METALS: Factory finished in durable anodized or baked on colors. Muted colors are encouraged.

INAPPROPRIATE MATERIALS WHICH WILL NOT BE ALLOWED: 3-Tab shingles, raw or job painted siding, unfinished concrete or cinder blocks, slumpstone, concrete block as a total facade and/or transite shingles.

NEW BUILDING MATERIALS: As they become available and other materials not listed above will be given special consideration by the DRC, provided their use harmonizes with existing structures.

4. ROOFS.

Special care must be taken with materials used on roofs. Evaporative cooler units will only be allowed when mounted on the rear roof surface and integrated as part of the overall architectural design of the house and approved by the DRC. Air conditioning units shall be ground mounted and may be permitted within building set back lines.

No roof overhang, deck or stair shall project over any set back line except as allowed by Farmington City ordinances. Overhangs are encouraged and will be judged on an individual case basis and must have the approval of the DRC.

Architectural shingles, concrete, metal or clay tile are the only approved roof materials. -Shake roofs are permitted. Rock roofs are not permitted due to high wind conditions. All metal surfaces shall be reviewed on their individual merit.

Plumbing vents shall be collected within the building to project through the roof in as few locations as possible.

Spark arrestors are required on all fireplace and wood burning stove chimneys.

5. WIND DRIVEN ROOF VENTS are not permitted.

6. EXTERIOR COLORS AND FINISHES.

Extreme temperature changes during winter and summer combined with the effects of strong winds will cause painted finishes to deteriorate quickly. Painted or stained surfaces shall, therefore, be properly maintained.

The use of trim color shall generally be compatible to colors found in the immediate surroundings. All exterior colors and finishes must be approved by the DRC.

Non-reflective finishes shall be used on exterior surfaces with the exception of hardware items, and must be painted.

7. SECURITY LIGHTING.

Overhead security lights must be attached to a building structure. Lights must be located below roof line. Spot/flood lights, other than low voltage, are discouraged. However, if installed, lighting patterns must be confined within property line.

8. SURVEY.

Prior to construction, it is recommended that each lot be surveyed by a licensed land surveyor. All property corner markers must be maintained during construction.

9. USE RESTRICTIONS.

Only removable flagpoles (sleeve or hinge type) will be permitted without prior review and approval.

No accessory buildings shall be placed on a Lot prior to the construction of the main structure, unless such building is used only as a temporary storage and has been approved in advance for placement by the DRC.

Utility buildings must be approved by the DRC and shall be designed to harmonize with the residence in structural design, colors, roof design and construction materials. No metal sheds will be permitted

10. BASKETBALL BACKBOARDS:

FREE-STANDING BACKBOARDS, i.e., MOUNTED ON A POST, ARE ONLY ALLOWED WITH APPROVAL OF THE DRC.

A basketball backboard, utilizing material and color approved by the DRC, may be mounted on the house or garage wall, provided it does not exceed the roof line, is regulation size, and the height does not exceed the roof line at point of attachment.

A basketball backboard, including hoop, net and adjacent walls, garage doors, and windows, must be maintained in good condition at all times. The DRC shall determine whether the requirements of this Paragraph are being met.

If a basketball backboard that is mounted to any structure is removed, holes must be patched and the affected area properly painted.

11. GAZEBO AREAS:

Gazebos may be installed as long as they are not placed in the set back areas (see Exhibit 'C' - Rear Yard Area) and must blend with existing structure or structures. Each submission will be reviewed on an individual case basis by the DRC.

12. UTILITIES.

All utilities are installed underground in the subdivision. Services shall be brought from the point of utility connection, underground to the structure.

Electrical service entrances shall be recessed and painted to match surrounding walls. Transformers, air-conditioning condensers and solar equipment shall be screened from public view.

13. SWIMMING POOLS/SPAS.

All pools, spas and equipment must be concealed from front/side/rear elevation view and must have a filter system. Fence and landscaping plans must be submitted with submission requests. POOLS/SPAS MAY BE PERMITTED IN SET BACK AREAS. Pool/spa covers or bubblers must be concealed from view. All pools must meet Farmington City Regulations and must be approved by the DRC. Due to the high water table, swimming pools are unlikely to be approved in Farmington City.

14. GRADING.

No cutting, filling or excavation shall be initiated before drawings have been approved in writing by the DRC. No depositing of fill shall be allowed without prior approval from the DRC.

Special attention shall be given to proper site surface drainage so that surface waters will be directed toward detention basins as outlined in the Farmington Greens Master Drainage Plan. Surface waters shall not be directed to adjoining lots. Erosion control shall be provided. Surface drainage direction and velocity shall be controlled and slowed by proper placement of landscape elements, ditches, culverts, diverters and other drainage devices.

15. FENCES/WALLS.

No fence or wall higher than six (6) feet shall be erected or maintained on any lot, nor shall any such fence or wall be constructed or maintained on any easement areas, unless approved in advance by the DRC. Fences cannot exceed thirty (30) inches in height beyond the front projection of the structure on either side. Solid Wood panel fences of any height are not permitted in the front set back areas or as property line fence. Fences of simple appearance and construction are most desirable. Designs which call attention to the fence, thus creating a visual intrusion into the landscape are to be avoided.

Chain link fences, except in relatively small areas such as use for dog runs, are considered undesirable unless otherwise camouflaged or screened. Appropriate screening must be installed simultaneously with the fence.

16. PARKING/DRIVES.

Arrangement of parking areas shall be safe and convenient and shall not detract from the design of the proposed building and neighboring properties.

All off street parking shall be paved at the time of construction. Parking on grass, rock or dirt areas are not permitted.

No parking in rear lane areas will be permitted.

Number of parking spaces shall be approved by the DRC.

17. LANDSCAPING POLICY.

A. Front Yard landscaping must be installed within four (4) months of occupancy and the balance of landscaping on the Lot must be completed within twelve months of occupancy.

B. Tree and natural landscape removal shall be kept to an absolute minimum.

C. Planting and revegetation shall be done in a professional manner and with materials, which are complimentary to the area. The DRC encourages the use of low water consumption plants and trees. Complete coverage of all areas specified is required. Xeriscape is recommended.

D. Irrigation facilities shall be provided where necessary for landscape maintenance and drip irrigation systems are encouraged wherever possible. Secondary water shall be used for all irrigation.

E. Plant height must not exceed twenty-four (24) inches in areas where "sighting" distance is needed for safe vehicle traveling.

F. Landscaping must be maintained at all times. Uncontrolled weed growth is not permitted. Landscaping is required from the front of the house to the street, including side yards on corner lots, however, landscaping in sideyard set backs will be limited to six (6) feet in height to preserve lake and valley view corridors. Landscaping in the sideyard set backs will be part of the landscaping plan to be approved by the DRC.

18 ADDRESSING OF HOMES

All homes shall be addressed with the number as listed on the Plat. The size and type of numbers shall be approved by the Farmington City Fire Marshall prior to installation. Numbers shall be mounted in a prominent location and shall be visible from the public right-of-way. Reflective materials shall be incorporated into the number. Supplemental lighting of the house number is recommended.

19. SOLAR INSTALLATIONS.

A. Solar installation sites shall require an analysis by a qualified contractor to check solar path for placement of collector for maximum efficiency and to ensure no shading from property on the southside, with a maximum of twenty (20) foot height roof.

B. Collectors shall be installed on a parallel plane to the roof, not to exceed six (6) inches above the finished roof line. Vent and vacuum breaker valves will be accepted by the DRC on the roof if contained within a roof jack housing.

C. Collectors that are not constructed in roof will require a parapet wall or other screening to ensure proper appearance.

D. Storage or heat tanks will be designed and placed within the structure.

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- E. Collector's glaze will require texture, if visible.
- F. Passive systems will be reviewed for design of structure.
- G. New or non-standard solar panel designs will be reviewed by the DRC on an individual project basis.

PART III

GENERAL NOTES

- 1. Enclosures of garage areas for sales offices are permitted.
- 2. All open house and directional signs to be removed at the close of the business day.

PART IV

GENERAL MAINTENANCE REQUIREMENTS

- 1. Fencing/Walls. Wood fencing must be maintained in a plumb condition. Water stains, loose boards and/or rails are not acceptable. Masonry walls must be maintained in original condition.
- 2. House/other Structures. Paint, wood trims and stucco must be maintained. All broken glass must be replaced. Any missing rocks, tiles or shingles from the roof must be replaced. Grease must be removed from driveways..
- 3. Garbage Cans/Tools, and the like. Screen and remove.

An ongoing goal of the DRC is to improve the beauty of the Farmington Greens P.U.D.. The DRC requests the assistance of all Lot Owners in attaining this goal.

DISCLAIMER

IF PLANS APPROVED BY THE DRC ARE FOUND TO BE
IN CONFLICT WITH STATED ARCHITECTURAL POLICY,
THE POLICY REQUIREMENTS WILL PREVAIL.

APPROVED, this _____ day of _____, 2003.

Chairman, Design Review Committee

Exhibit "C"

Residential Setback Requirements**Farmington Greens – Residential Setback Requirements**

<u>Building/Setback Type</u>	<u>Minimum Frontage</u>	<u>Type of Setback</u>	<u>Minimum Distance</u>
Townhomes - Attached Or Detached	n.a. *	Front Yard to a porch or home	8 feet
		Front Yard to a Garage	n.a. *
		Side Yard (minimum – detached Or building end of attached units)	4 feet
		Secondary Frontage – Corner Lot	8 feet
Single Family Detached	60 lin. ft.	Front Yard to a porch or home	16 feet
		Front Yard to a Garage	20 feet
		Side Yard (minimum)	6 feet
		Side Yard (combined)	12 feet
		Secondary Frontage – Corner Lot	12 feet
Single Family Detached	81 lin. ft.	Front Yard to a porch or home	18 feet
		Front Yard to a Garage	24 feet
		Side Yard (minimum)	10 feet
		Side Yard (combined)	20 feet
		Secondary Frontage – Corner Lot	16 feet
Single Family Detached - West of Wetland Preserve	101 lin. ft.	Front Yard to a porch or home	20 feet
		Front Yard to a Garage	24 feet
		Side Yard (minimum)	10 feet
		Side Yard (combined)	22 feet
		Secondary Frontage – Corner Lot	22 feet
Detached Garage or Permitted Accessory Bldg.	n.a.	Rear Yard	25 feet
		Separation from a primary structure	4 feet
		Rear Yard (from a lot line)	1 foot
		Side Yard (from a lot line)	1 foot
		Setback from a rear access easement	2 feet
Attached Garage to a Private Access Easement	n.a.	Secondary Frontage – Corner Lot	20 feet
		Rear or Side Yard to an Attached Garage	4 feet
		Side Yard to a Residential Structure	6 feet

General Notes and Exceptions

- Minimum Lot Frontage does not apply to Townhome Lots as shown on the approved 'Site Development Plan'. All Townhome lot garages must be accessed by means of a private rear lane easement.
- Wide/Shallow lots with a depth of less than 100 feet shall be governed by the setbacks for Single Family Detached lots with a minimum frontage of 60 feet regardless of actual frontage dimensions.
- All corner lot setbacks must meet appropriate corner sight distances as specified by AASHTO standards.

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- Minimum Front Yard Setback to a side turned attached Garage shall be equal to the required setback to a front porch if the garage sidewall has the presence of windows that match the home.
- All setbacks shall be a perpendicular (or radial) measurement from a lot line or easement line.

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EXHIBIT 'A'

FARMINGTON GREENS P.U.D.
PLAT 1A

BEGINNING AT A POINT THAT IS NORTH 694.691 FEET AND EAST 1215.493 FEET FROM THE CENTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 7.000 FEET; THENCE SOUTH 89°23'30" EAST 178.500 FEET; THENCE SOUTH 7.000 FEET TO A POINT ON A 16.500 FOOT RADIUS CURVE TO THE SOUTHWEST, THE CHORD OF WHICH BEARS SOUTH 45°36'30" WEST 23.335 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE 90°00'00" A DISTANCE OF 25.918 FEET; THENCE SOUTH 00°36'30" WEST 46.500 FEET; THENCE SOUTH 89°23'30" EAST 68.771 FEET; THENCE SOUTH 34°42'20" EAST 111.856 FEET; THENCE SOUTH 00°36'30" WEST 136.225 FEET; THENCE NORTH 89°23'30" WEST 53.430 FEET; THENCE SOUTH 00°36'30" WEST 194.781 FEET; THENCE SOUTH 32°02'37" EAST 73.881 FEET; THENCE SOUTH 45°00'00" WEST 139.500 FEET; THENCE SOUTH 58°17'55" WEST 56.515 FEET; THENCE SOUTH 45°00'00" WEST 409.826 FEET; THENCE NORTH 45°00'00" WEST 234.326 FEET; THENCE NORTH 45°00'00" EAST 166.750 FEET; THENCE NORTH 45°00'00" WEST 101.674 FEET; THENCE NORTH 45°00'00" EAST 158.908 FEET; THENCE SOUTH 89°23'30" EAST 174.970 FEET; THENCE NORTH 00°36'30" EAST 178.969 FEET; THENCE SOUTH 89°23'30" EAST 78.000 FEET TO A POINT ON A 16.500 FOOT RADIUS CURVE TO THE NORTHEAST, THE CHORD OF WHICH BEARS NORTH 45°36'30" EAST 23.335 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 25.918 FEET; THENCE NORTH 00°36'30" EAST 76.00 FEET; THENCE NORTH 89°23'30" WEST 76.000 FEET; THENCE NORTH 13°19'12" WEST 128.787 FEET; THENCE NORTH 00°36'30" EAST 106.000 FEET TO THE POINT OF BEGINNING.

TOTAL AREA PLAT 1A = 6.018 ACRES