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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
HIDDEN WILLOW ESTATES SUBDIVISION
NORTH OGDEN CITY, UTAH
(Dated November 16, 2006)

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
HIDDEN WILLOW ESTATES SUBDIVISION
NORTH OGDEN CITY, UTAH**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN WILLOW ESTATES SUBDIVISION is made this 16th day of November 2006, by FIELDSTONE HOMES UTAH, L.L.C., a Utah limited liability company ("Fieldstone") referred to below as "Declarant."

RECITALS:

A. Fieldstone is the owner of the following described real property (the "Initial Property") located in North Ogden, Utah, and known as the Hidden Willow Estates Subdivision.

See the Legal Description and, if applicable, Plat Map(s) attached as Exhibit A

B. Declarant intends to develop a residential subdivision on the Initial Property. Declarant will develop and convey all of the lots within the subdivision subject to the protective covenants, conditions and restrictions set forth in this Declaration, which covenants, conditions and restrictions shall be deemed to be covenants running with the land and mutually burdening and benefiting each of the Lots within the subdivision.

DECLARATION:

DECLARANT HEREBY DECLARES that all of the Lots within the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitudes set forth in this Declaration, all of which are created for the mutual benefit of the Owners. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to protect and enhance the property values and aesthetic values of the Lots by eliminating inconsistent uses or improvements, protecting the appearance and quality of the Improvements, and protecting Owners' ability to use and enjoy their Lots without unreasonable interference from or nuisances created by other Owners, all for the mutual protection and benefit of the Owners as a whole. The covenants, conditions and restrictions are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots located within the Property. The covenants, conditions and restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant or by any Owner.

Portions of the Additional Property may also be made subject to the terms of this Declaration through recordation of a supplementary declaration. The supplementary declaration may contain protective covenants, conditions and restrictions substantially similar to the covenants set forth in this Declaration, with such modifications or supplemental provisions as may be deemed appropriate by Declarant, in its sole and absolute discretion, on a phase by phase basis to address differences in market conditions, financially or technically unworkable design standards, changes mandated by law, differences in the circumstances affecting Lots to be constructed after the Initial Phase, or any other considerations of the Declarant.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from exercising any of the rights that are reserved to the Declarant in Article V of this Declaration.

ARTICLE I**DEFINITIONS**

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

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

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

"Architectural Requirements" shall have the meaning provided in the preamble of Article III of this Declaration.

“City” shall mean North Ogden City, Utah, and its appropriate departments, officials, and boards.

“Declarant” shall mean and refer to Fieldstone Homes, and any successor owner of Lots where ownership is conveyed in connection with a written instrument assigning all or part of Declarant’s rights and obligations under this Declaration to such successor owner. Any Owner who acquires a Lot without such additional written assignment of Declarant’s rights shall not be deemed to be a “Declarant” or to have any Declarant rights.

“Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions.

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

“Entire Property” shall have the meaning set forth in the Recitals.

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

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

“Initial Property” shall have the meaning set forth in the Recitals.

“Lot” shall mean any numbered building Lot shown on any official subdivision plat of all or a portion of the Property.

“Minimal Landscaping” shall mean the minimum amount of landscaping and related improvements required to be installed by Owners in accordance with the provisions of Section 2.27 below.

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

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

“Plat” shall mean an official subdivision plat as approved by the City and recorded against the Property in the office of the Weber County Recorder, as it may be amended from time to time.

“Property” shall mean the Initial Property against which this Declaration is recorded (including, without limitation, the land against which the Plat is recorded) and such portion(s) of the Additional Property as may subsequently be subjected to the terms and conditions of this Declaration from time to time.

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

ARTICLE II

RESTRICTIONS ON ALL LOTS

2. The following restrictions apply to all Lots within the Property:

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

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

2.3 No Business or Commercial Uses. No portion of the Property may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of any Improvements, including the Subdivision Improvements, or (b) the use by any Owner of his Lot for a home occupation. No home-based occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Lot to conduct business, or which requires any employees outside of the Owner's immediate family or household or is inconsistent with City ordinances.

2.4 Restrictions on Signs. No signs will be permitted on any Lot or within the Property, except for traffic control signs placed by the City or temporary signs warning of some immediate danger. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed nine square feet in size (i.e., three feet by three feet). The Declarant may erect signs within the subdivision in accordance with City sign regulations during the marketing of the subdivision, announcing the availability of homes or Lots

and giving sales information, or for any other purpose deemed necessary or useful by Declarant.

2.5 Additional Improvements. No Additional Improvements shall be constructed on any Lot unless such Additional Improvement conforms to all applicable building code requirements and other requirements of the City, including, without limitation, the requirement to obtain a proper permit prior to construction, demolition, or remodeling of the Additional Improvements.

2.6 No Temporary Structures. No temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot.

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

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

2.9 Animals. No animals other than ordinary household pets (not to exceed three) may be kept on any Lot. Each Owner shall be responsible for preventing pets from entering the Lots of other Owners. Fierce, dangerous or vicious animals, or animals that cause a nuisance by barking or other offensive activity, shall not be permitted.

2.10 Underground Utilities. All new gas, electrical, telephone, television, and any other new utility lines installed by the Declarant or its assigns in the Property shall be underground, including lines within any Lot which service installations entirely within that Lot. No propane tanks or oil tanks may be installed on any Lot except as necessary for temporary heat during construction.

2.11 Service Yards. There shall be no clothes lines, service yards, or storage yards.

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

2.13 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including, without limitation, the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

2.14 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be, unreasonably dangerous or hazardous, or which would cause the cancellation of a conventional homeowner's insurance policy. This prohibition includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those which are reasonable and customary for ordinary household uses, the discharge of firearms or fireworks (except for fireworks that are permitted to

be used under applicable State or City laws during the July 4 and July 24 holidays), and setting open fires (other than properly supervised and contained barbecues).

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

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

2.17 No Annoying Sounds. No speakers or other noise-making devices may be used or maintained on any Lot if they create noise that is unreasonably or annoyingly loud from adjoining Lots, except for security or fire alarms.

2.18 No Fuel Storage. No fuel, oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on any Lots or anywhere else in the Property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational. Notwithstanding the foregoing, propane tanks for outdoor barbecues shall be permitted.

2.19 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy. This stipulation shall also prohibit any Owners from modifying the landscaping or grading of their Lot in such a way as to hinder any drainage swales that flow through or along the Lot. Subject to the foregoing provisions, Owners shall take reasonable measures to minimize surface water run-off within his own Lot boundaries.

2.20 Vehicles Restricted to Roadways. No motor vehicles of any kind shall be operated on any Lot or anywhere else within the Property except on improved roads and driveways.

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

2.22 No Transient Lodging Uses. The Lots shall be used for residential housing

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

2.23 Fences. All fencing shall be no more than 6 feet in height and constructed of vinyl, cedar, redwood or ornamental iron. No other type of fencing is allowed. This provision prohibits, without limitation, chain link fencing. The restrictions in this provision apply only to fencing installed by Owners other than Declarant. Nothing in this provision shall be construed to limit the type or size of fencing, or materials used for fencing, installed by Declarant

2.24 Landscaping. Irrigation and grass must make up the largest portion of the front yard landscaped area. Rock, bark, or other non-growing materials are allowed as a substitute for grass or ground cover only in small areas visible from the street or other Lots.

2.25 Landscaping Required. Within sixty (60) days following the closing of an Owner's purchase of a Lot from Declarant or its assignee, each Owner shall install Minimal Landscaping. "Minimal Landscaping" shall include the complete installation of front yard landscaping, including grass from the front of the Dwelling to the street, underground automated sprinklers, and a minimum of one tree. If an Owner's closing occurs after September 15 and before March 15, the Owner shall have until June 15 to complete the landscaping. On corner Lots, Minimum Landscaping shall also include the installation of grass and underground automated sprinklers in the area consisting of the side of the house adjacent to the street, from the front yard landscaping to the rear property boundary.

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

ARTICLE III

ARCHITECTURAL REQUIREMENTS

3. The following architectural requirements shall apply to all Dwellings constructed on the Property:

3.1 Dwelling Sizes. The following above-ground minimum finished square footages shall apply to all Dwellings constructed on the Lots:

- (a) One Story Dwellings. Single story residential units shall have a minimum of 1,000 finished square feet above ground.
- (b) Two Story Dwellings. Two story residential dwellings shall have a minimum of 1,300 finished square feet above ground.

3.2 Exterior Materials. No Dwelling shall be built with less than 100% of all the faces of the structure being constructed of either brick, stone, stucco or vinyl siding. The use of metal soffit or fascia sections is encouraged. Exposed cement foundation height shall average not more than 18" above finished grade on all sides. Wainscot is acceptable. Wood exteriors are not permitted.

3.3 Roof Design. All roofs shall be pitched. All roofing materials must be of architectural grade asphalt shingles (i.e., 25-year asphalt shingles) or better (i.e. shake, tile, etc.). Mansard, fake mansard, A-frame, gambrel, flat, curve-linear, and domed roof designs are prohibited. All roof metal such as flashing, vent stacks, gutters, and chimney caps shall be made of anodized aluminum or galvanized metal.

ARTICLE IV

OWNERS' MAINTENANCE OBLIGATIONS

4. By acquiring a Lot, each Owner covenants and agrees to keep and maintain his Lot and the Dwelling thereon in good condition, in order to preserve and enhance the use and enjoyment of all Lots within the Property, as follows:

4.1 Duty to Maintain. The Owner of each Lot shall maintain his Lot and all Improvements on the Lot in a good condition, in a state of good repair, and an attractive, safe, clean, and healthy condition. The Owner's duty to maintain shall include, without limitation, the maintenance of park strips in front of the home and, for corner lots, the park strips on the side of the home as well.

4.2 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which does remain un-repaired after 90 days following the occurrence of damage is deemed a nuisance.

4.3 Damage to Other Owner's Improvements. If any Owner or the family members, guests, tenants, or invitees of any Owner (collectively, the "Offending Owner"), causes any damage to the Dwelling or Improvements on the Lot of any other Owner, the Offending Owner shall be fully responsible for all costs and expenses that are reasonably incurred to repair the damage. The Offending Owner shall also be responsible for reasonably attorney fees and costs incurred by the other Owner in any action to enforce this provision or otherwise collect payment or reimbursement of the costs of repair.

ARTICLE V

RESERVED RIGHTS OF THE DECLARANT

5.1 Reservation of Rights. Notwithstanding any other provision to the contrary in this Declaration, nothing in this Declaration shall prohibit or prevent the Declarant or its assigns from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of the Subdivision Improvements; (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City ordinances; (4) assignment of Declarant's rights under this Declaration in whole or in part to one or more persons intending to construct homes within the subdivision; (5) retention of Declarant's rights with respect to subsequent phases of the subdivision; (6) construction of any improvements, including homes, by Declarant as approved by the City; (7) access over any Lot for the installation of improvements or utilities; (8) erection of permanent or temporary signs for use during the selling and marketing of the project; or (9) removing any portion of the Property from the provisions of this Declaration in accordance with the provisions in Section 5.2 below.

5.2 Removal of Property from Declaration. So long as Declarant owns any Lot or other portion of the Property, Declarant reserves the right, in its sole and absolute discretion, to remove such Lot or other portion of the Property owned by Declarant from the provisions of this Declaration by recording against such Lot or other portion of the Property an instrument reflecting Declarant's desire and intention to remove the same from the provisions of this Declaration (the "Removal Instrument"). Declarant may exercise this right unilaterally without approval from any Owners so long as the removal of said Property does not violate any ordinances of or conditions of subdivision approval from the City. Upon the recordation of the Removal Instrument, the terms and provisions of this Declaration shall no longer have any application or effect to the property described in such Removal Instrument. In addition to any other reason for which Declarant may elect to exercise its rights to remove property from this Declaration, this provision shall allow Declarant to designate a site within the Property or on a Plat for construction of a church or other ecclesiastical facility.

ARTICLE VI

GENERAL PROVISIONS

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

6.1 Violation Deemed a Nuisance. Any violation of these Covenants which is not promptly remedied or is otherwise permitted to remain on the Property is deemed a nuisance, and is subject to abatement by any other Owner.

6.2 Remedies.

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

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

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

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

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

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

6.5 Amendment. At any time while this Declaration is in effect, the provisions of this Declaration may be amended upon approval of seventy-five percent (75%) of the Owners of the Lots and written approval of the Declarant (so long as Declarant remains an owner of any Lot). Any amendment must be in writing and must be filed of record in the County recorder's office of the County in which the Property is located in order to be effective. No such amendment will be binding upon the holder of any mortgage or trust deed holder unless such person joins in or consents to the amendment. No amendment which limits the rights of the Declarant to expand the subdivision or which otherwise affects the Additional Land shall be effective without the written consent of the Declarant and any other owner(s) of the Additional Land.

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

