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After Recording Return To: 0032-0033

HWL Havenwood, LLC

Attn: Colin H. Wright

500 N. Marketplace Drive, Suite 201

Centerville, UT 84014

RETURNED

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RICHARD T. MAUGHAN

DAVIS COUNTY, UTAH RECORDER

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DEP RT REC'D FOR HAVENWOOD ESTATES

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
HAVENWOOD ESTATES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made on the date evidenced below by HWL Havenwood, LLC, a Utah limited liability company (the "Declarant").

RECITALS

A. The Declarant is the owner of certain land in Davis County, Utah, shown on the plat map entitled, "Havenwood Estates" to be recorded among the Recorder's Office of Davis County, Utah, Recorder's Office (the "Recorder's Office"), in Plat Book _____, No. _____.

B. All owners of lots, their successors, heirs and assigns identified in this Declaration shall have the right to enforce these covenants, conditions and restrictions.

C. Declarant has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions and restrictions (collectively, the "Covenants") for the purpose of:

(1) Helping to insure uniformity in the development of the Lots;

(2) Creating certain covenants and use restrictions to help protect long term property values and a desired quality of life; and

(3) To facilitate the sale by the Declarant, its successors and assigns, and by individual Owners of the land in the Community by reason of its ability to help assure such purchasers of uniformity and basic restrictions intending to preserve property values over time.

NOW, THEREFORE, the Declarant does hereby establish and impose upon the Property (as hereinafter defined), the Covenants for the benefit of, and to be observed and enforced by, the Declarant, its successors and assigns as well as by all purchasers of Lots, to wit:

ARTICLE 1 DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 "**Builder**" means any person or entity, if any, other than the Declarant, which shall, in the ordinary course of such person's business, construct a dwelling on a Lot and sell or lease it to another person to occupy as such person's residence.

1.2 "**Community**" means all of the land described in the attached Exhibit A.

1.3 "**Declarant**" means HWL Havenwood, LLC, and any successor or assign thereof to whom it shall expressly (a) convey or otherwise transfer, in writing, all of its right, title and

interest in the Property in its entirety, without reservation of any kind; or (b) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof.

1.4 ***"Improvements"*** means every structure or improvement of any, kind, including but not limited to landscaping required herein and any residence, deck, porch, awning, fence, garage, carport, driveway, storage shelter or other product of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).

1.5 ***"Lot" or "Lots"*** means a subdivided parcel, lot or plot of ground within the Property and as designated on the Plat Map.

1.6 ***"Owner"*** means the person or persons who are vested with record title and owning any Lot (including the holder of a vendee's interest under a land sale contract, unless otherwise stated in the contract) whose interest in the Lot is held in fee simple according to the records of the County Recorder of Davis County, Utah.

1.7 ***"Plat Map"*** means the plat map entitled, Old Farm at Kays Creek Phase 1 to be recorded among the Recorder's Office of Davis County, Utah, and any plats recorded among the Recorder's Office in substitution thereof or amendment thereof, plus any amendment annexing Additional Property to HWL Havenwood, LLC, as provided in Article III below.

1.8 ***"Property"*** means all of the real property described in attached Exhibit A.

1.9 ***"Single Family Lot"*** means those Lots upon which there are constructed a single family residence.

1.10 ***"Single Family Residence"*** shall mean a building, house, or dwelling unit used as a residence for a Single Family, including any appurtenant garage or similar out-building.

1.11 ***"Single Family"*** shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not related, together with their domestic servants, who maintain a common household in a dwelling.

ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION

2.1 Submitted Property.

(a) The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in Davis County, Utah, also known as the "Community", and is described on Exhibit A attached hereto, all of which real property is also referred to herein as the "Property".

(b) Declarant declares that all of the Property shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions and restrictions described in this Declaration shall run with the

Property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner.

ARTICLE 3 PROPERTY RIGHTS IN LOTS

3.1 Use and Occupancy. Each Lot shall be bound by, and the Owner shall comply with, the restrictions contained in this Declaration for the mutual benefit of the Owners.

3.2 Right of Ingress and Egress. Each Owner shall have a right of ingress to and egress from their Lot, with such right being perpetual and appurtenant to the Lot ownership.

3.3 Restrictions on Lot Division. All Owners are prohibited from further sub in this Declaration for the mutual benefit of dividing any and all Lots subject to this Declaration.

3.4 Easements Shown on the Plat Map. Lots shall be subject to the easements shown on the Plat.

ARTICLE 4 ENCROACHMENTS

4.1 No Encroachment. No Lot shall encroach upon an adjoining Lot. If, however, an encroachment occurs due to the settlement or shifting of a structure or any other reason whatsoever beyond the control of any Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal representatives and assigns, to provide for the encroachment and non disturbance of the Structure. Such easement shall remain in full force and effect so long as the encroachment shall continue.

4.2 Conveyance Subject to Easement. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Article without specific or particular references to such easement

4.3 Liability. Nothing in this section shall relieve an Owner of liability in the case of the Owner's willful misconduct or failure to adhere to the Plat Map.

ARTICLE 5 ARCHITECTURAL CONTROL PROVISIONS

5.1 Land Use and Building Type. Each Lot shall be used exclusively for the construction and occupancy of a Single Family Residence to be occupied by a single family. Except as may be specifically provided in this Declaration, no building shall be erected, altered, placed or permitted to remain on any Lot other than (1) one Single Family Residence or dwelling.

5.2 Residence Size and Materials.

(a) Single Story Residence. No single story or rambler style residence shall be constructed, altered, placed or permitted to remain on any Lot unless the main floor area, exclusive of basement, open porches, and garages, is 1,500 square feet or greater.

(b) Two-Story Residence. No two-story residence shall be constructed, altered, placed or permitted to remain on any Lot unless the total square footage is at least 1,300 square feet, exclusive of basements, open porches and garages.

The exterior of all residences may not consist of any vinyl siding nor can there be one-hundred percent (100%) stucco coverage on the front of any residence. Acceptable materials are stucco, stone, stone veneer, brick or fiber cement or combinations of the above.

5.3 Improvements.

(a) Completion of Improvements. Construction of all Improvements, including painting and all exterior finish, shall be completed within twelve (12) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, the periods specified in this section may be extended for a reasonable length of time. The building areas shall be kept reasonably clean and in workmanlike order during the construction period. All construction activities shall conform to city ordinances and/or regulations.

(b) Landscaping of the Lot. The area within the front of a home or residence shall be kept only for ornamental or decorative planting of grass, trees, shrubbery or rock landscaping materials. No fences shall be allowed in the front yards and five shrubs.

All front and side yards must be landscaped within six (6) months, and all rear and back yards of a Lot must be landscaped within twelve (12) months after an occupancy permit for the home or residence is obtained.

All front yards must contain two (2) Autumn Blaze maple trees, of at least 2" caliper, in the park strip in front of the residence.

(c) Carports. Carports are not permitted.

(d) No Temporary or Prefab Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained within the Property, with the exception of those temporary structures permitted pursuant to Section 5.4 below. No prefabricated housing may be installed or maintained within the Property.

(e) Mailboxes. Mailboxes will be per the post office.

5.4 Temporary Structures.

(a) Subject to Sections 5.4(b) and 5.4(c) below, no structure of a temporary character, trailer, recreational vehicle, tent, shack, garage, barn or other outbuilding shall be used on within the Property at any time as a residence, either temporarily or permanently.

(b) A single detached garage which is approved by the city and maintained in good condition will be permitted on the Property so long as its form and exterior appearance matches the existing homes and buildings. A single shed, well built and well maintained, typical of a tuff shed type unit will be allowed. Colors shall be similar to those use on the home.

(c) Declarant may place or erect temporary or portable structures to be used for the purpose of establishing a sales office within the Property. Furthermore, Builders may place or erect temporary or portable sheds for storage in connection with construction, so long as such sheds are maintained in a good condition and removed no later than the date of completion of construction.

5.5 Architectural Control Committee.

(a) There shall be an Architectural Control Committee (the "ACC") until such time as all of the Lots have residences constructed thereon. The ACC shall be Henry Walker Homes, LLC at the following address: 500 N. Market Place Drive, Suite 201, Centerville, UT 84014.

(b) No plan may be submitted to the City until such plans have been approved by the ACC, and such approval shall be in the sole discretion of the ACC.

(c) The ACC shall review and approve or deny the plans within ten (10) business days of submittal. Failure of the ACC to approve or deny the plans within such time period shall not constitute an approval unless the requesting owner sends an additional request for approval via certified mail to the ACC; if no response is received within seven (7) business days from the date of the signature on the certified mail receipt, approval shall be deemed to be granted. All plans must conform to state and city statute.

(d) The ACC shall have the right, but not the duty, to enforce the terms of this Declaration by any legal means and shall be entitled to recover its costs and attorney fees from the other party in any such enforcement action by the ACC, whether or not a judicial proceeding is instituted. All Henry Walker Plans deemed approved.

5.6 Entry Monuments on Lots 101 and 118 and other Lots Obligations.

(a) Entry Monuments. Lots 101 and 118 shall each have entry monuments placed upon them. The entry monuments will include lights and landscaping. All maintenance of the lighting and landscaping shall be carried out as needed by the respective owner of the Lot on which each monument is placed, in perpetuity. Such maintenance shall include replacement of bulbs, fixtures and all other items, as needed to maintain the lights and landscaping in their original condition. No owner shall materially alter or change the lighting or landscaping associated with an entry monument without the approval of at least 67% of the owners of Lots within the Property.

**ARTICLE 6
RESTRICTIONS ON USE**

6.1 Restrictions and Requirements. The following restrictions and requirements are in addition to all other restrictions and requirements contained in this Declaration:

(a) Residential Use. Lots shall be used for residential purposes in accordance with, and subject to, the other provisions of this Declaration. Except as provided in this subsection, no trade, craft, business, profession, commercial or similar activities of any kind shall be conducted on or within any Lot or in any other portion of the Community. Nothing in this Section shall be construed so as to prevent or prohibit:

(i) Activities relating to the rental or sale of Lots;

(ii) An Owner from maintaining his or her professional personal library; keeping his or her personal business or professional records or accounts; handling his or her personal business or professional telephone calls; or conferring with business or professional associates, clients, or customers so long as there is no significant increase in traffic or noise on or in such Owner's Lot; or

(iii) The right of Declarant, its successors and assigns or any contractor or homebuilder to construct a unit on any Lot and to store construction materials and equipment on such Lots in the normal course of construction in accordance with the other provisions of this Declaration.

(b) Drainage System. There shall be no interference with the established drainage patterns or systems over or through any Lots so as to affect any other Lot or any real property outside the Property. The term "established drainage" shall mean the drainage swales, conduits, inlets and outlets designed and constructed for the Property.

(c) Offensive Activities. No noxious, offensive or unsightly conditions, including, but not limited to, the placement or storage of cars, car parts and appliances, or other noxious or offensive activities shall be permitted on or in any Lot or other portion of the Property, nor shall anything be done in or placed upon or within any Lot which interferes with or jeopardizes the enjoyment of other Lots or which is a source of unreasonable annoyance to other Owners.

(d) Unlawful Activities. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(e) Animals.

(i) The keeping of any animal by a Lot Owner shall be in compliance with any Davis County or Kaysville City ordinances.

(ii) Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owners or residents within the Property.

Any inconvenience, damage or unpleasantness caused by such animals shall be the responsibility of the respective Owners thereof and Owners shall be responsible for removal of wastes of their animals from all portions of the Property.

(iii) No more than two (2) dogs and two (2) cats shall be allowed on any one Lot.

(f) Rubbish and Trash. No part of the Property may be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste may be kept or maintained on any part of the Property except in a sanitary container or within a trash enclosure screened from public view. All such waste and garbage must be promptly and periodically removed.

(g) Vehicles in Disrepair.

(i) No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any part of the Property unless such vehicle is within a garage. A vehicle shall be deemed in an "extreme state of disrepair" when its presence offends the occupants of the other Lots.

(h) Fences. Fencing materials are limited to vinyl, trex, masonry, and wrought iron. All other types of fencing materials are hereby prohibited. There shall be no front yard fencing.

(i) Parking of Recreational and Other Vehicles.

(i) Except as otherwise provided in this subsection, the parking of boats, trailers, commercial vehicles, motorcycles, commercial trucks, truck campers, motor homes, golf carts and like vehicles and equipment shall be allowed only within the confines of a garage or behind fencing that provides for the proper screening of such parked vehicles. No portion of such vehicle or equipment may project beyond the enclosed garage or fencing area. All other parking of such vehicles and equipment shall be prohibited.

(ii) No overnight parking is permitted on any street within October 31st to April 1st or per Kaysville City Ordinance.

(j) Clothes Lines and Clothing Materials. No clothes lines, clothes racks, or other apparatus on which clothes, rags, or similar items are exposed for the purpose of drying or airing shall be located on the Property except within a Lot, unless in an area screened from public view. No garments, rugs, rags, laundry, or other clothing or materials shall be allowed to hang from the windows or from any of the facades or any other part of a Lot unless in an area screened from public view.

(k) Yard Areas. No items of any kind may be stored in front yard areas or other areas of Lots so as to be visible from public view.

(l) Signs. No advertisement or poster of any kind may be posted in or upon the Properties except:

(i) Not more than one (1) "For Sale" or "For Rent" sign, not exceeding twenty-four (24) inches in height and thirty-six (36) inches long, may be temporarily placed on a Lot by the Owner, resident or a licensed real estate agent;

(ii) "Political" signs may be temporarily placed on a Lot by the Owner or occupant of the Lot; and

(iii) Signs may be placed on the Property by Declarant for sales related activities.

(m) Noise Disturbance. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, or amplifiers and may not disturb other residents.

(n) Leasing and Rental of Homes. Other than provided in this subsection, there is no restriction on the right of an Owner to lease or rent such Owner's Home.

(i) No Owner shall lease or rent less than his or her entire home and no Owner shall rent such Owner's home for transient or hotel purposes, or for a period of less than six (6) consecutive months.

(ii) All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by the lessee or tenant to comply with the terms of such documents shall be considered a default under the lease. The Owner shall provide the lessee or tenant a copy of this Declaration, including any amendments thereto.

ARTICLE 7 DECLARANT RIGHTS AND CONTROL

7.1 Other Rights. In addition to any other rights under this Declaration, Declarant:

(a) Sales Office and Model. Shall have the right to maintain sales offices and models on one or more of the Lots which Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales offices and models during reasonable hours any day of the week. Furthermore, Declarant shall have the right to assign such rights to Builders within the Property.

(b) For Sale Signs. May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant. Declarant may assign such rights to Builders within the Property.

(c) Right to Add Property. Declarant reserves the right to unilaterally annex additional property to the Property in its sole discretion.

7.2 Easements Reserved to Declarant.

(a) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or 'advisable to provide service to any Lot, is hereby expressly granted.

(b) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon and across any * and all of the roads, streets, avenues, and alleys and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or shown on the Plat Map.

(c) The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as storm water management reservation, to public use all as shown on the Plat Map.

ARTICLE 8 OWNER MAINTENANCE OBLIGATIONS

8.1 Lots / Declarant Improvements. Owner's Responsibility. Maintenance of the Lots and all structures, landscaping and all other Improvements thereon shall be the sole responsibility of the Owner thereof who shall maintain such Lot in accordance with this Declaration. The maintenance of all improvements constructed by Declarant, including walls, entry monuments and other similar structures shall be the sole responsibility of the Owner of the Lot upon which such Improvement has been erected.

ARTICLE 9 COMPLIANCE AND ENFORCEMENT

9.1 Compliance. Each Owner, tenant or occupant of a Lot shall comply with the provisions of this Declaration. Failure to comply therewith shall be grounds for an action or suit maintainable by an aggrieved Owner. An Owner seeking to enforce the provisions of this Declaration shall be entitled to his or her costs and attorney fees in any action in which the Owner prevails.

9.2 Injunctive Relief. Nothing in this section shall prevent an Owner or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

ARTICLE 10 INSURANCE

10.1 Hazard Insurance on Improved Dwelling Lot Property Lots. Each Owner of an improved Lot shall at all times maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to and not less than one hundred percent (100%) of the current replacement value of the Improvements on such Lot.

10.2 Obligation of Dwelling Lot Property to Repair and Restore. In the event of any damage or destruction of the Improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed Improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such Improvements originally approved by the Declarant.

ARTICLE 11 AMENDMENT AND DURATION

11.1 Amendments.

(a) Approval Required. This Declaration may be amended if such amendment is approved by two-thirds (2/3) of all of the Owners.

(b) Additional Approval Requirements. No amendment may create, limit or diminish any special Declarant rights, change the boundary of any Lot or uses to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment.

(c) Execution and Recordation. An amendment shall not be effective until the amendment is certified and recorded in the Recorder's Office of Davis County, Utah.

11.2 Duration. This Declaration perpetually shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof for an initial period of thirty (30) years commencing with the date on which this Declaration is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property within the Property and the Owners thereof for successive additional period of ten (10) years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent or other action whatsoever.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Invalidity; Number; Captions. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

12.2 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

12.3 Non-waiver. Failure by Declarant or any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

12.4 Waiver, Precedent and Estoppel. No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Declarant or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Declarant or Owner as to any similar matter.

[END OF DECLARATION]

IN WITNESS WHEREOF, Colin H. Wright has executed, delivered and recorded this Declaration as of the date and year first above written.

HWL Havenwood, LLC
a Utah limited liability company

By: Colin H. Wright
Name: Colin H. Wright
Title: Manager

STATE OF UTAH)

: ss.

County of Davis)

On this 5 day of April 2010, personally appeared before me COLIN WRIGHT, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is an officer of HWL HAVENWOOD, LLC and that said document was signed by him in behalf of said company by the appropriate authority.

Jessica Hogan
NOTARY PUBLIC

My Commission Expires: 09-12-12

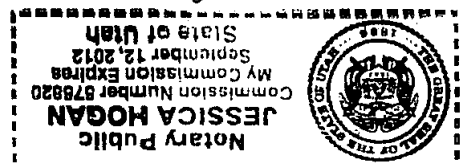


EXHIBIT A

Legal Description of
Havenwood Estates
~~Old Farm at Kays Creek Phase 1~~ JBB

Legal Description

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9

Lot 11

Lot 19, Lot 20, Lot 21, Lot 22, Lot 23, Lot 24, Lot 25, Lot 26, Lot 27, Lot 28, Lot 29

Lot 32, Lot 33
