

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS****Fox Gate Farms**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 3rd day of November, 2006, by Fox Gate Farms, hereinafter called the "Declarant".

RECITALS:

A. The Declarant is the owner, developer, of the tract land in Draper City, Salt Lake County, Utah, containing thirty-two (32) lots, as shown on the Plat entitled Fox Gate Farms (hereinafter referred to as the "Plat"), which Plat is recorded among the land records of Salt Lake County, hereinafter referred to as Fox Gate Farms or as "the subdivision" or as "the property."

B. The Declarant, for the purpose of creating and maintaining a general scheme of development and for the protection of the economic interests of the Declarant and all successors in the interest, desires that the lots in Fox Gate Farms be subject to the covenants, conditions and restrictions as herein set forth.

C. The purpose of the Covenants, Conditions and Restrictions (hereinafter referred to as "Covenants and Restrictions") is to establish, enhance and uphold the quality of the subdivision, as hereinafter defined, and to support and preserve maximum property values for all property owners within the subdivision. To further these purposes, the Declarant and each Lot Owner, as hereafter defined, has the individual right, (but not any obligation) to enforce these Covenants and Restrictions against any violation (actual or prospective) by any means provided herein or by appropriate legal or equitable proceedings. The Declarant has no legal obligation to enforce these Covenants and Restrictions but may selectively act to further its own best interests. Any property owner within the subdivision has the right to retain legal counsel to enforce any of the Covenants and Restrictions.

NOW, THEREFORE, the Declarant for itself, its successors and assigns, and all property owners within the subdivision hereby declares that all of the aforesaid tract of land known as Fox Gate Farms shall be subject to the covenants, conditions, restrictions and reservations herein set forth.

ARTICLE 1**Definitions**

The following words, when used in this Declaration, shall have the following meanings:

- (a) "The Property" shall mean and refer to all the real property shown on the Recorded Plat referred to above.
- (b) "Lot" shall mean and refer to those properties designated as Lots 2 through 33 on the aforesaid Plat.

(c) "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designated and intended for use and occupancy as a personal residence.

(d) "Developer" or "Declarant" shall mean and refer to the undersigned parties and their successors and assigns.

(e) "Lot Owner" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds legal title to a Lot in the Subdivision, provided, that (a) no Lessee (other than a Lessee under a 99 year lease creating a ground rent of such Lot), and (b) no Mortgagee or Trustee under a Deed of Trust of any Lot shall be deemed to be a Lot Owner unless and until such Mortgagee or Trustee acquires of record the mortgagor's or Grantor's equity of redemption in said Lot.

(f) "Subdivision" shall mean the final Subdivision of Fox Gate Farms as recorded among the Land Records of Salt lake County; or as amended in accordance with this Declaration.

(g) "Plans and Specifications" shall mean engineering site plans, landscape plans, and architectural and/or construction working drawings, Fox Gate Farms RSD and any other supporting documents which may be required by the Declarant.

ARTICLE II

Property Subject to Declaration and Mutuality of Benefit

SECTION 1. Property. The real property which is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to these restrictive covenants is located in Draper City, Salt Lake County, State of Utah, and is more particularly designated on the Plat.

SECTION 2. Benefit. The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the Subdivision and are intended to create mutual, equitable servitude's upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all said lots; to create a privacy of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall as to the owners of each such Lot, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all lots in the Subdivision and their respective owners.

ARTICLE III

Architectural Review and Control

SECTION 1. Architectural Review Committee. Declarant, may, at any time, establish an Architectural Review and Control Committee consisting of one or more property owners within the subdivision, in which case, said persons as an Architectural Committee shall have all of the rights and authorities pertaining to Architectural specifications and control as provided herein to the Declarant.

Said Architectural Review and Control Committee (hereinafter "Architectural Committee" or "Committee") shall be established in writing and the same may (but is not required to) be recorded. The members of the Committee may be changed at any time by majority vote of the property owners within the subdivision. It is anticipated that over time, the Declarant shall phase itself out of majority control of the Subdivision. Continuing governance of the Subdivision as it relates to the interpretation and enforcement of these Covenants and Restrictions shall be assumed by the lot owners in the Subdivision, acting by a majority vote. Declarant shall not relinquish control until the last Lot/house has been approved unless they do so by their own validity.

SECTION 2. Requirement.

(a) No building, fence, wall, hedge or structure or permanent improvement of any type, shall be constructed on any Lot until the plans and specifications, including design, location, description or materials, color scheme and a grading plan showing the location of the proposed structure or improvement, with all necessary supporting details associated therewith, have been approved in writing by the Declarant, or such Architectural Committee as Declarant may establish as provided thereunder. No later changes or additions after initial approval thereof or remodeling or reconstruction shall commence until such has also been approved in writing by the Declarant or its assignee or the Architectural Committee, as the case may be. Before commencement of any such construction, the owners of lots shall present their Plans and Specifications to the Declarant. Plans and Specifications must be acted on by the Declarant within thirty (30) days after submission.

(b) The Declarant shall have the right to refuse to approve any Plans and/or Specifications which are not suitable or desirable, in its opinion, for aesthetic or other reasons and in so passing upon such plans and/or specifications, it shall have the right to take into consideration the suitability of the proposed building or other structure or improvements, the materials of which it is built, the site upon which it shall be erected, the harmony thereof with the surroundings and the effect of the building or other structure on the roadways as planned and the view from the adjacent or neighboring properties. In the event of the failure of the purchaser or purchasers of lots in Fox Gate Farms to obtain or to comply with the required prior written approval of plans under this paragraph, said purchasers hereby agree to reimburse the Declarant or its assigns for all costs and expenses to which it may be put as a result of said failure, including but not limited to court costs and any improvements required to correct the situation including costs of demolition and reconstruction, if necessary. To whatever extent consent, approval or authorization from Declarant or the Architectural Committee may be required thereunder, such consent, approvals and authorizations shall not be unreasonably withheld, nor shall these Covenants and Restrictions be arbitrarily or capriciously interpreted or applied.

SECTION 3. Time for Completion. Any approved dwelling constructed on a lot in Fox Gate Farms shall be completed in every exterior detail within twelve (12) months from date of beginning such construction, which, unless otherwise authorized by Declarant or the Committee, as the case may be, shall commence within twelve (12) months of the closing of the subject lot purchase by the owner thereof. Front yard landscaping for all lots to be included by builder and should be completed within nine (9) months after close of escrow and occupancy of said residence and the balance of the property must be completely landscaped within fifteen (15) months thereafter. Declarant reserves the right to charge a reasonable deposit to the pertinent land owner to insure completion of landscaping in a timely manner or to accept such other tangible assurances as may be reasonably necessary to accomplish the

intent and purpose of these covenants and restrictions. Each lot owner covenants and agrees to keep their lot reasonably free of weeds and debris and no storage is permitted thereon during the time the lot remains vacant before the completion of construction as required thereunder. Lots owned or retained by Declarant are an exception hereto and may be retained or offered for sale according to whatever timetable Declarant may determine. Declarant also reserves the right to store and maintain such equipment or other items as Declarant may reasonably determine is necessary or in the best interests of the Subdivision. Exceptions which extend the time for commencement of construction may be granted by the Declarant or the Committee as individual circumstances may warrant provided that reasonable assurances are obtained for the continuing maintenance of the property in an acceptable condition that does not detract from the appearance of the Subdivision nor the reasonable protection of the property values of other lot owners in the Subdivision.

SECTION 4. Size of Dwellings. Unless otherwise approved in writing by Declarant or the Architectural Committee, as the case may be, the finished above ground floor area of any residential structure, exclusive of any open porches and garages, shall conform to Fox Gate Farms RSD zoning ordinance.

(a) On individual buildings lots 2-33 the minimum finished above ground floor area shall be 1500 square feet for a single story, in which case a full basement of 1200 square feet is required but may be left unfinished) and not less than 2,000 square feet for a two-story (in which case a basement of not less than 800 square feet is required but may be unfinished) and not less than 1,400 square feet above ground with a 3rd level of not less than 350 square feet and a basement of not less than 400 square feet for a multilevel.

Declarant reserves the right to deviate from the referenced building standards as Declarant may reasonably determine to be necessary or in the best interests of the Subdivision regarding specific lots based on such matters as space limitations, lot configuration, or other such reasonable and practical considerations.

SECTION 5. Design: To maintain a vintage look the front sitting porches must be a minimum dimension of 6 x 12 feet or 72 minimum square feet. The garage must have 2 stalls per dwelling and 26 of 33 lots (80%) of the project will contain the side load garages. 3rd car garage may face street if setback at least 18 feet behind the front of the main garage.

Driveway: Minimum average driveway width of 16 feet, combined driveways are allowed with each lot providing an equal width.

SECTION 6. Roofing and Exterior Materials.

(a) All exterior materials utilized on dwelling and other structures shall conform to Fox Gate Farms RSD zoning ordinance, i.e., natural materials including stone, brick, stucco, etc. Aluminum, steel and vinyl are to be used only as soffit and fascia unless otherwise approved by the Architectural Committee in writing. (If approved by Declarant or the Architectural Committee, steel framing and vinyl windows are an exception hereto and may be permitted.) The roofing material on all homes or other structures built on any lot shall be either cedar, tile or high grade architectural asphalt shingles, all as approved by Declarant or the Architectural Committee as to material, style and color. Unless

otherwise approved by Declarant or the Architectural Committee, all roofs shall generally have a pitch of 8/12 or greater. Exceptions may be approved where individual circumstances may reasonably warrant such as the width or depth of the home, height of ceilings, etc. It is important that each structure on each lot require limited maintenance. These covenants are designed to establish a quality development and to maintain its integrity as long as possible. Each lot owner covenants and agrees to promptly and adequately maintain all roofing and exterior materials and to paint, repair and otherwise preserve all such materials as conditions may require to continually maintain an attractive appearance for all of the homes within the subdivision for the common benefit and enjoyment of all owners within the subdivision.

(b) Additional standards required for structural materials. Unless otherwise approved by the Declarant or the Architectural Committee, the exterior materials utilized on the front and sides of the Dwellings and the structures shall generally consist (combined) of at least twenty percent 20% stone or brick and the balance may be stucco or high quality siding (such as "Fiber Cement") if and to such extent as the same are approved by Declarant and/or the Architectural Committee. If the plan submitted is designed without the required 20% stone or brick then acceptance will be determined by the Declarant and/or the Architectural Committee. Aluminum and vinyl siding are not permitted unless approved by Declarant and provided such are not visible from the street or objectionable to neighboring property owners who may be adversely affected thereby. No "swamp coolers" or "evaporative coolers" are permitted. Street lights are required in the Subdivision. Declarant has paid in advance for the required number of street lights and such shall be installed as reflected in the recorded Plat.

SECTION 7. Common landscape design for park strips. Individual building lot including a "park strip", which is understood to be that portion of the property between the curb and sidewalk or property to curb, is responsible for their section between their side property lines. Each lot owner covenants and agrees to and maintain that stretch of property with grass lawn, except for such complimentary shrubbery as may be part of an overall landscape design for the lot owners individual residence and front yard, as approved by the Declarant or the Committee. In any event, the owners of Lots - each covenant and agree to maintain the specific type, size, quantity and location of trees in their park strip required by the subdivision design plan for tree planting as prepared by Declarant. Regarding placement of park strip trees, each lot owner shall strive to not reposition the trees in such a way as would adversely block the view of their home from the street but also not to push the park strip trees to the extreme front lot corners. The owners of Lots that border on property to be dedicated to and maintained by Common area are required to maintain the fencing associated therewith in its original condition and to not alter the original design and appearance of the subdivision regarding fencing and landscaping as agreed.

ARTICLE 1V

Use & Building Restrictions

SECTION 1. Land Use. Lots as shown on the Plat shall be used for private, residential purposes only. No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than as a detached Dwelling, designed for single-family occupancy. Single-family occupancy shall not be construed to prevent the erection of a Dwelling with an attached apartment or living area for use by a Lot Owner or member of the Lot Owner's family, provided that such additional improvements are approved

by Declarant, the Committee, and Draper City, as the case may be. Residential use shall not bar a home office use of the property provided the Owner of said Lot complies with the applicable zoning regulations of Draper City.

SECTION 2. Building Restrictions. The following building restrictions shall apply to all lots in the subdivision:

(a) No structure of a temporary character, such as but not limited to a trailer, shack, barn, shed, or tent, shall be placed or used on any of the lots as a residence or for storage, or as an auxiliary building, either temporarily or permanently, except as may be submitted, reviewed and approved by the Declarant or the Homeowners Association. Notwithstanding anything thereunder the contrary, a temporary structure may be placed or used on a lot within the subdivision if used and operated solely in connection with the Construction of Permitted Permanent Improvements, provided, however, that such temporary structure shall be removed from the premises within thirty (30) days after completion of the construction of the permitted permanent improvements; and provided, further, that such structure shall be removed within a period of twelve (12) months from the date of its original construction, whichever shall occur first. Permanent sheds or other such structures of high quality construction may be permitted subject to review and approval by Declarant or the Committee.

(b) Unless otherwise approved by the Declarant or the Committee, attached two car garages are required for all Dwelling within the subdivision that are located on individual building units. 26 of the 32 homes (80% of project) must have "side-load" garages rather than front entry garages and are encouraged throughout the rest of the subdivision but individual exceptions may be approved in relation to lot size, individual building restrictions, the overall appearance and best interests of the subdivision and the personal preference of the lot owners.

(c) No recreation vehicles, such as, but not limited to, campers, motor homes, boats, trailers and tent vehicles, may be parked or kept on any Lot, where such placement is in front of the building setback line. (Indoor storage of such vehicles is desired and strongly encouraged and the design and construction of the garages should allow for such).

(d) Unless otherwise approved by Declarant of the Architectural Committee, no pets or live poultry, hogs, cattle, horses, rabbits, birds or other similar animals or livestock shall be kept on any Lot. However, dogs and/or cats are considered to be common and reasonably acceptable house pets provided such are properly housed and cared for and are restricted to the owner's property and not kept in an unreasonable number, which is generally considered to be not more than a maximum of two (2) dogs and two (2) cats. As recognized in paragraph (f) below, any noise associated with pets and animals that becomes a nuisance to others is a breach of these covenants and shall be promptly stopped upon receipt of a written complaint from any third part.

(e) Each lot owner accepts the sidewalk, curb or gutter on their lot in "as is" condition as received from the Declarant at the time of purchase. Unless otherwise approved by Declarant, all driveways shall be constructed with concrete rather than asphalt or some other paved or unpaved surface. Exceptions may be approved by the Committee.

(f) All lots in the subdivision shall be kept free from rubbish and trash of every kind, clean

and with lawns, including the area between the lot line and the paved portion of the road, neatly mowed as necessary during the growing season, so that grass and weeds do not exceed a reasonable height. In the event the owners of any lot(s) do not so maintain their lot(s), the Declarant shall have the right to enter upon said Lot to cut or remove the grass, weeds, rubbish or trash, and the Owner of any Lot or parcel so benefitted shall pay reasonable charges for such services as determined by the Declarant.

(g) Unless otherwise approved by the Declarant or the Committee, no future facilities, including poles and wire for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot. Other than standard and customary satellite television transmission of a size and placement that is not unsightly to the neighboring view of others, no external or outside antennae towers or radio and television equipment of any kind shall be erected or installed without the prior written approval of the Declarant or the Committee.

(h) No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or individual neighbors or owners or nearby lots. No outdoor clothes drying or storage of any articles is permitted except in enclosed areas designed for that purpose. No outdoor storage of any articles, materials, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pickup trucks can be parked on driveway areas only. No vehicle shall be parked on any street in the subdivision unless there is insufficient parking space on the individual Lot Owner's property. Regardless, any vehicle parked on the street must be moved within 24 hours. Parking of any and all types of other equipment or vehicles are permitted only while being repaired and only in garages, or enclosed buildings. Unless otherwise approved, in general, storage of any equipment or vehicles in open area are not permitted. A business cannot be operated on premises that would cause any noise, odor, excess traffic or parking, or that would be offensive to the neighbors. Any business conducted on premises must be approved the the Declarant or Homeowners Association Committee in writing.

(i) All fencing must be approved by the Declarant or the Committee and shall be installed in accordance with Draper City building codes, as approved by said Committee. Fences of a maintenance free nature are allowed within the allowed fencing areas. (Vinyl, Brick, Block, etc. Not allowing wood, chain link, etc.) No fence, wall, hedge, tree or shrub planting which obstructs site lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within 30 feet from the street corner. Unless otherwise approved, any and all fencing shall extend from the rear of the applicable lot along the side boundaries of such property but not beyond the residential structure, i.e., shall not extend, at any height, beyond the prescribed termination point which is the distance from the front of the lot to the front of the residence. Generally, that point is the front entry door to the completed residence but may be different in cases where homes have "L" shaped configurations because of protruding garages or other portions of the residence. Thus, the closest vertical wall would be the prescribed termination point. Corner lots may be an exception hereto as reasonably necessary to accommodate enclosure of backyards and such shall be resolved in a fair and reasonable manner to the mutual satisfaction of the affected lot owners. Although extensions of side fences are not permitted to protrude beyond the front of the residence, as provided herein, hedges and shrubbery are permitted to give definition to individual lot lines but the flowing together of front lawns and/or planter areas at connecting front boundary lines is preferred and recommended.

(j) All materials used for construction of any fence within the subdivision must be approved by the Declarant or the Committee. The Declarant or the Committee are authorized to require such color, materials, style and location as may be necessary to cause all such fences to blend together in an aesthetically appealing manner to create compatibility and uniformity in the subdivision for the benefit of all lot owners therein. If and to such extent as the fencing design for the subdivision may include a fence design for specific lots, those lot owners also covenant and agree to preserve and maintain that design as established by Declarant or the Committee. Further, those lot owners desiring rear-yard fencing on lots which were not received by them with such fencing in place at time of purchase, shall (unless otherwise approved by the Declarant or Committee) nonetheless install, preserve and maintain that type (material, style & color) of fence which is consistent with overall scheme and design referenced herein to create visual harmony and overall consistency within the subdivision. Unless changed hereafter in the approved manner provided herein, this design shall be uniformly upheld throughout the subdivision at all times hereafter. To whatever extent lot owners with lots that back up to the perimeter boundaries of the subdivision and which may have a fence of a different type or color or material than what is prescribed in section "2-i" because such fence was previously installed by a rear neighbor who is not bound by these covenants, the affected lot owner in Fox Gate Farms may simply accept such fencing "as is" or they may install fencing consistent with "2-i" or they may submit to the Committee for its approval some other design if found by the Committee to be reasonably in harmony with the best interests of the Subdivision and the stated goals and objectives of these Covenants and Restrictions.

(k) Easements for installation and maintenance of utilities and drainage are reserved as shown in the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage or any other utilization of the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area on each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(l) No sign of any kind shall be displayed to public view on any lot except one professional sign of a conventional size and provided that such is in accordance with Draper City sign ordinances, to advertise the property for sale or rent.

(m) Any dwelling or outbuilding on any Lot in the Subdivision which may be destroyed in whole or in any part by fire, windstorm, or from any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a sightly condition with reasonable promptness.

(n) Damage to the road system during construction is the responsibility of the builder. After occupancy the Homeowners Association will become responsible for the private roads.

(o) All references to required approvals by "the Committee" may be satisfied by the Declarant until such time as the Declarant establishes such a Committee and/or entirely withdraws from the subdivisions and turns all matters pertaining to required approvals over to such Committee. There is no intended distinction or legal significance to any reference in the Declaration that refers to "the Committee" rather than those provisions elsewhere in the Declaration which require approval of "the

Declarant or Committee?.

(p) An attractive blend of grass and shrubbery is required for all of the yards in the Subdivision, with reasonable allowance for driveways and sidewalks. The planting of fruit or vegetable gardens in the front yard is not permitted. Flowers, such as rose gardens, may be a permitted exception thereto. Otherwise, only a reasonable portion of the backyard may be dedicated to fruit or vegetable gardening.

(q) Each lot owner understands that Draper post office requires a common locking mail box system to be placed throughout the subdivision and therefore homeowners will not have separate mailboxes for each residence.

SECTION 3. Fencing and Entry to Subdivision. For the common benefit and enhancement of the subdivision, a masonry entry feature, together with additional fencing and landscaping has or will be established at the entrances to the subdivision for subdivision identification. To the extent that the landscaping and maintenance of this design feature requires continuing access to electrical power and water availability, the cost and the physical requirements thereof shall be borne proportionally by all lot owners within the subdivision. The owners of the lots covenant and agree to accept the entry design features (as constructed and installed and including their location), together with the extended fencing associated therewith and will not alter, remove or interfere with such fencing in the construction of their homes, the landscaping of their yard and the use of their property at any time, except as these Covenants and Restrictions may be amended hereafter as provided herein. The budget contribution and responsibilities of all other lot owners within the subdivision may be adjusted accordingly as a majority of the lot owners may agree among themselves. Any such agreement must be approved by the Declarant or the Committee.

ARTICLE V

General

SECTION 1. Provisions to Run With the Land. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any part of said land included in the Plat, their respective legal representatives, heirs, successors, and assigns. Failure by the Declarant, or any such owner or owners to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. Enforcement of these Covenants and Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate these Covenant and Restrictions, such action may either be to restrain violation or to recover damages and all other costs associated therewith, including reasonable attorneys fees.

SECTION 2. Term and Amendment. These restrictions shall inure to the benefit of and shall be enforceable by the Declarant and any Lot Owner, their respective legal representatives, heirs, successors and assigns until December 31, 2027. This Declaration may be amended and/or terminated in their entirety by an instrument signed by not less than sixty percent (60%) of the Lot Owners entitled to vote, which instrument shall be filed for recording among the Land Records of Salt Lake County, Utah or

in such other place of recording as may be appropriate at the time of the execution of such instrument.

SECTION 3. Severability and Invalidation. Invalidation of any of these covenants, agreement, restrictions or conditions by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SECTION 4. Limitation. These restrictions shall apply to the lots as shown on the aforesaid Plat entitled Fox Gate Farms and shall not be binding on any other property of the Declarant, its successors and assigns.

SECTION 5. Subdivision. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, after acquisition from the Declarant. With respect to any of said lots while owned by the Declarant, the Declarant expressly reserves the right to alter property lines, to alter setback ones, to alter any easements, and to otherwise revise the aforesaid Subdivision Plat and or Development Plan of Fox Gate Farms in any respect subject to applicable Draper City, Utah regulations and requirements. In connection therewith, the Declarant further reserves the right to modify the Subdivision Plat and/or Preliminary Plan as filed with Draper City, Utah, as to any lots to be re-subdivided. Included in this reservation is a special limited irrevocable power of attorney to sign on behalf of any interested party such waivers or consents as may be required by Draper City, Utah, consenting to the alteration of the Subdivision Plat and or Development Plan.

SECTION 6. Homeowners association. The owners of Foxgate Subdivision shall form a homeowners association to be responsible for the following items. To pay for the maintenance of the following items there will be an estimated fee of \$20 a month (Estimation based on current pricing bids, estimation subject to change with price increases and additional subdivision needs)

- Snow removal from all privately owned Foxgate streets.
- Maintenance of the privately owned Foxgate streets.
- Maintenance, responsibility, and other ownership duties for the subsurface drainage system put into the subdivision by the declarant.
- Maintenance on the common area grass including watering, mowing, fertilizing, etc.

ARTICLE VI

Miscellaneous

SECTION 1. Reservations of Rights. The Declarant reserves an easement of exercise its right at any time prior to or subsequent to conveyance of individual lots in Fox Gate Farms to enter upon any of the property, to complete, in its sole discretion, development of the property; such development includes but is not limited to tree cutting and grading and filling in order to install roads, storm drains and utilities. This reservation of an easement specifically includes the right to install a sign of Declarant's choice at the entrances to Fox Gate Farms at such locations (within ten feet of the property lines) as the Declarant in its sole discretion may deem appropriate.

SECTION 2. Waiver of Restrictions and Covenants. The Declarant, its successors and assigns, reserves the right to waive such portion of the Restrictions and Covenants placed on this property as the

Declarant deems necessary or in the best interest of the subdivision as determined by the Declarant. All waivers shall be in writing and a copy thereof shall be filed with the Declarant and a copy thereof shall be available to all Lot Owners upon request.

SECTION 3. Special limited Power of Attorney.

AS STATED IN ARTICLE VI, SECTION 5, DECLARANT RESERVES THE RIGHT TO SIGN ON BEHALF OF ANY INTERESTED PARTY OR LOT OWNER SUCH WAIVERS OR CONSENTS AS MAY BE REQUIRED BY DRAPER CITY, UTAH OR OTHER PUBLIC AUTHORITY CONSENTING TO THE ALTERATION OF THE SUBDIVISION PLAT AND/OR PRELIMINARY PLAN.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be properly executed by its duly authorized representative as of the day and year first above written.

DECLARANT:

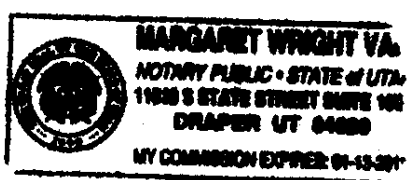
Olsen & Associates Construction Inc.

By: Jay N. Olsen
Jay N. Olsen, President

STATE OF UTAH)
)SS.
COUNTY OF SALT LAKE)

I HEREBY CERTIFY, that on this 3rd day of November 2006 before me, the subscriber, or Notary of the State of Utah, personally appeared Jay N. Olsen, who acknowledge himself to be the President of 3 & Associates Construction Inc., and he acknowledged that he executed the foregoing Declaration of Covenants and Restrictions on behalf of the said corporation for the purposes therein contained and he acknowledged the same to be the lawful act and deed of the aforesaid corporation.

AS WITNESS my hand and Notary Seal.



Margaret Wright VA
NOTARY PUBLIC
Residing at _____

EXHIBIT A

Beginning at a point on the Southeast corner of Rosewood Estates Subdivision, said point being North $00^{\circ}03'00''$ West 281.35 feet along the Section line and East 996.29 feet from the South Quarter corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base & Meridian, and running thence North $03^{\circ}00'00''$ East 567.04 feet along the West boundary line of Rosewood Estates Subdivision to the Southwest corner of Pioneer Office Park Condominiums; thence Northeasterly 61.67 feet along a 336.00 foot radius curve to the left (center bears North $10^{\circ}59'44''$ West, long chord bears North $73^{\circ}44'48''$ East 61.58 feet with a central angle of $10^{\circ}30'56''$) along the South line of said Pioneer Office Park Condominiums; thence North $68^{\circ}29'20''$ East 156.93 feet along the South line of said Pioneer Office Park Condominiums; thence Northeasterly 66.52 feet along a 336.00 foot radius curve to the right (center bears South $21^{\circ}30'40''$ East, long chord bears North $74^{\circ}09'37''$ East 66.41 feet with a central angle of $11^{\circ}20'33''$) along the South line of said Pioneer Office Park Condominiums; thence North $03^{\circ}00'00''$ East 7.21 feet along the South line of said Pioneer Office Park Condominiums; thence North $88^{\circ}16'38''$ East 3.71 feet along the South line to the Southeast corner of said Pioneer Office Park Condominiums; thence North $3^{\circ}08'29''$ East 27.26 feet along the East line of said Pioneer Office Park Condominiums; thence North $79^{\circ}49'53''$ East 95.29 feet; thence Northeasterly 184.63 feet along a 1620.18 foot radius curve to the right (center bears South $10^{\circ}10'07''$ East, long chord bears North $83^{\circ}05'45''$ East 184.53 feet with a central angle of $6^{\circ}31'45''$); thence Northeasterly 4.42 feet along a 369.00 foot radius curve to the right (center bears South $3^{\circ}38'22''$ East, long chord bears North $86^{\circ}42'14''$ East 4.42 feet with a central angle of $0^{\circ}41'12''$); thence South 66.11 feet; thence Southwesterly 0.23 feet along a 303.00 foot radius curve to the left (center bears South $3^{\circ}35'48''$ East, long chord bears South $86^{\circ}22'55''$ West 0.23 feet with a central angle of $0^{\circ}02'34''$); thence Southwesterly 48.30 feet along a 1554.18 foot radius curve to the left (center bears South $3^{\circ}38'22''$ East, long chord bears South $85^{\circ}28'13''$ West 48.30 feet with a central angle of $01^{\circ}46'50''$) thence South 216.17 feet; thence East 165.52 feet; thence South $03^{\circ}40'56''$ West 141.21 feet; thence North $88^{\circ}16'38''$ West 31.47 feet; thence South 65.80 feet; thence West 2.65 feet; thence South $2^{\circ}14'12''$ West 84.90 feet; thence South 51.58 feet; thence South $88^{\circ}16'38''$ East 268.60 feet; thence South $05^{\circ}29'55''$ West 172.56 feet to the Northeast corner of Clover Land Estates Phase I; thence North $85^{\circ}38'21''$ West 638.80 feet along the North line of said Clover Land Estate Phase I; thence North $84^{\circ}28'48''$ West 272.57 feet along the North line of said Clover Land Estates Phase I to the point of beginning.