



W2095663

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WINDSOR FARMS SUBDIVISION, ~~PHASE 2~~ PHASE 3

15-389-0001 TO 0007
15-390-0001 TO 0024

THIS DECLARATION is made and executed this the 15th day of March, 2005 Smith and Brown Land Company LLC (hereinafter referred to as the "Declarant").

RECITALS

A. Declarant is the owner of certain real property in the County of Weber, State of Utah, which is more particularly described in Exhibit "A" attached hereto and by this reference is made a part hereof, entitled Real Property Description of Windsor Farms Subdivision, Plat C (hereafter the "Property").

B. The Declarant intends by recording this Declaration in the Office of the County Recorder of Weber County, State of Utah, to submit the Property and all improvements to be situated in or upon the Property to the provisions of this Declaration and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all lots located on the Property and the Owners thereof.

NOW THEREFORE, for the forgoing purpose, the Property described in Exhibit "A" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

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DOUG CROFTS, WEBER COUNTY RECORDER
07-APR-05 255 PM FEE \$30.00 DEP SGC
REC FOR: SMITH.&.BROWN.LAND.CO

ARTICLE I

SUBMISSION

The Declarant, Owner of the Property described in Exhibit "A", which Exhibit is attached hereto and incorporated herein by this reference, located in Weber County, Utah, hereby submits the Property and all improvements hereafter made in or upon the Property to the provisions of this Declaration. All of said property is and shall be subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth, herein, each and all of which are declared and agreed to be for the benefit of said Property and in furtherance of a plan of improvement of said property and division thereof into Lots; further, each and all of the provisions hereof shall be deemed to run with the Property and shall be a burden and a benefit on the Property and shall be binding upon the Declarant, their successors and assigns, and to any person acquiring, leasing, or owning an interest in the real property and improvements comprising of the Property and to their respective personal representatives, heirs, successors, and assigns.

ARTICLE II

ARCHITECTURAL CONTROL

1. **ARCHITECTURAL CONTROL:** No building or structure shall be erected or altered on any Lot of the Property until the construction plans and specifications and plot plan showing the location of the proposed structure have been approved by the Architectural Control Committee as to size, height, quality, materials, harmony of design of the proposed structure to the locale and as to the location of the proposed structure with respect to the topography and grade. Only those exterior materials which will blend harmoniously into the natural environment shall be permitted. Architectural grade asphalt shingles or slate shingles shall be required on the exterior roofs of all structures. Brick, stone and stucco exteriors are required unless written authorization from the Architectural Control Committee is obtained. On the front facade, each structure shall have a minimum of brick or rock on 75% of the surface area. The sides of the structure shall have a wainscot of brick or stone of no less than 36" in height measuring from the foundation or grade of the structure. No structure shall be built slab on grade unless written authorization from the Architectural Control Committee is obtained. No structure shall be pre-manufactured. All structures shall have a minimum of 6" facias. Minimum roof pitch shall be 6/12. No structures shall be gravel built-up type roof. The Architectural Control Committee shall have the final control of approval of color and material plans.

In addition, the rear boundary of Lots 1, 2, 3, 38, 39, 40, 41, 42 & 43 shall be fenced with a uniform 6' high vinyl fence of a consistent color to be chosen by the Architectural Control Committee.

2. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee shall be composed of owners of Lots of the Property, not to exceed three (3) in

number who shall initially be appointed by Declarant. The terms of the committeemen shall be for a term of five (5) years or until a successor is duly elected and qualified. After initial appointment, committeemen may be elected by a majority of the persons owning lots in the above described real property with each lot owner to have one vote per committee member. A majority of committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

3. **ARCHITECTURAL CONTROL COMMITTEE PROCEDURE:** The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. Plans and specifications, including exterior color and material proposals, shall be submitted to the committee in duplicate and one approved set shall be returned to the lot owner. In the event the committee or its designated representative fails to approve or disapprove the proposed construction or action with thirty (30) days after plans and specifications have been submitted to it, approval will be granted and the related covenants shall be deemed to have been duly complied with. The Architectural Control Committee shall be substantially governed by the Building and Zoning Ordinances of Weber County, Utah, except where stricter provisions are deemed to be appropriate to maintain the quality and environment or the structures built on the property above described or where specific provisions of these covenants are applicable. The Committee approval or disapproval as required by these covenants shall be in writing.

4. **DWELLING QUALITY AND SIZE:** All structures constructed on the property described herein shall be of good quality workmanship and materials. The main floor area of the primary structure shall be not less than fifteen hundred (1500) square feet for a one story dwelling; not less than two thousand (2000) square feet for a two story dwelling; not less than two thousand (2000) square feet for bi-level dwelling, and; not less than two thousand (2000) square feet for a multi-level dwelling, exclusive of open porches and garages except as provided for hereafter. Deviations from this area requirement can only be made upon written approval, in advance, from the Architectural Control Committee, upon a showing of an extraordinary increase in quality in a unit with less than the above required square feet to warrant a reduction from the minimum area requirement.

ARTICLE III

COVENANTS, CONDITIONS, AND RESTRICTIONS

The submission of the Property to the provisions of this Declaration is made upon and under the following covenants, conditions and restrictions:

1. **NUISANCE.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkept condition on his or her Lot. No Lot shall be used in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance,

thing, or material be kept in or upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of the surrounding property. No noxious or offensive activity shall be carried on in or around any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot.

2. **LANDSCAPING.** It shall be the responsibility of each Owner to fully landscape his or her Lot within one year of the Owner's occupancy of the Lot. Neither chain link nor wood fencing shall be allowed on any Lot.

3. **UNSIGHTLY WORK, HOBBIES OR UNKEPT CONDITION.** The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken on any part of the Property.

4. **CLOTHESLINES, GARBAGE CANS, TANKS, WOODPILES, ETC.** All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located so as to be concealed from view of the neighboring Lots, streets, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon.

5. **SUBDIVISION OF LOT.** No Lot shall be subdivided or its boundary lines changed, except with the prior written approval of the Architectural Control Committee.

6. **TENTS, TRAILERS, AND TEMPORARY STRUCTURES.** Owners or occupants shall not place upon a Lot or any part of the Property any tent or trailer of any structure of a temporary nature, such as a tent, shack, or utility shed without the written consent of the Architectural Control Committee

7. **BUSINESS USE.** No trade or business may be conducted in or from any Lot, except that which an Owner or occupant residing in a Lot may conduct such business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity is consistent with the residential character of the Property; and (d) the business activity does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Architectural Control Committee.

The terms "business" or "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings, but shall not include the leasing of a Lot to an occupant by the Owner.

8. **PARKING AND STORAGE OF VEHICLES.** No motor vehicle or trailer, including but not limited to automobiles, trucks, campers, boats or trailers, may be parked or stationed for an extended period of time (no more than seven days) in front of any garage, walkway or Lot. Owners or occupants may only park their vehicles within their designated garages or parking area, and visitors may only park temporarily in designated spaces and in accordance with the rules and regulations designated by the Committee. No Owners or occupants shall repair or restore a vehicle of any kind upon any Lot or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

9. **AERIALS, ANTENNA, AND SATELLITE DISHES.** No radio, television, or other aerial, antenna, dish, tower, or other transmitting or receiving structure shall be erected, installed or placed outside of any Lot without written permission from the Architectural Control Committee. Written permission is not required for dishes of less than 24" in diameter.

10. **RENTAL UNITS.** The rental or leasing of any dwelling, with the exception of a basement or "mother-in-law" style apartment, shall not be permitted within the first two years of the date of this recording. Nor shall any signs or advertising of rentals be allowed on the property.

11. **SIGNS.** No signage of any kind shall be allowed on the property without permission in the form of written consent from the Architectural Control Committee.

ARTICLE IV

CERTAIN PROVISIONS APPLICABLE TO DECLARANT.

1. **DECLARANT'S RIGHTS.** Notwithstanding anything contained herein to the contrary, until the Declarant has completed and sold all of the Lots, neither the Lot Owners who have purchased Lots from the Declarant nor the Architectural Control Committee shall interfere with the completion of improvements and sale of the remaining Lots. The Declarant reserves the right to use any Lots owned by the Declarant as models, management offices or sales offices until such time as Declarant conveys title. Declarant reserves the right to relocate the same from time to time within the Property; upon relocation or sale of a model, management office or sales office, the furnishings thereof may be removed. Declarant further reserves the right to maintain on the Property such adverting signs which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant.

2. **DECLARANT'S DISCLAIMER.** Declarant specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Declaration except as specifically set forth herein or in any agreement for sale of a Lot, and no person shall rely upon any warranty or representation not so specifically made therein.

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ARTICLE V

AMENDMENT

Except as provided below, the vote of at least 75% of the Percentage interest of the Lot owners in person or represented by proxy at a meeting called for such a purpose at which a quorum is present shall be required to amend the Declaration. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Architectural Control Committee. In such instrument the Committee shall certify that the vote required by this Paragraph for amendment has occurred. Except as hereinafter provided, until seven years from the date the first conveyance to a Lot purchaser is made, Declarant shall have, and is hereby vested with, the right to unilaterally amend this Declaration. Such right shall obtain without regard to the subject matter of amendment, so long as the amendment involved is consistent with law and does not attempt to divest any vested property rights of any Owner or Mortgagee.

ARTICLE VI

GENERAL PROVISIONS

1. **COVENANT TO RUN WITH PROPERTY; COMPLIANCE.** This Declaration and all the provisions hereof shall constitute covenants to run with the Property or equitable servitude, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant all parties who hereafter acquire any interest in a Lot or in the Property, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to the terms of this Declaration and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Architectural Control Committee on behalf of Lot Owners, or, in a proper case, by an aggrieved Lot Owner. By acquiring any interest in a Lot or in the Property, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

2. **INVALIDITY.** The invalidity of any provisions of this Declaration, or any portion thereof, shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and affect as if such invalid provision had never been included herein.

3. **WAIVER.** No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

4. **GENDER.** The use of the masculine gender in this Declaration, shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

5. TOPICAL HEADINGS. The headings appearing in the table of contents and at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define, limit, extend, or otherwise affect the content, meaning or intent of this Declaration or any paragraph or provision hereof.

6. EFFECTIVE DATE. This Declaration shall take effect upon recording in the office of the County Recorder of Weber County, Utah.

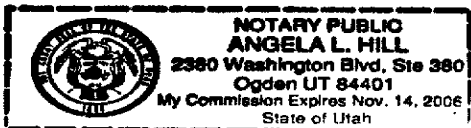
IN WITNESS WHEREOF, the undersigned being the Declarant, has caused this instrument to be executed by its duly authorized officer on the day and year first above written.

SMITH AND BROWN LAND COMPANY, LLC

By: Windsor C. Smith
Its: _____

STATE OF UTAH }
 } ss.
COUNTY OF }

On the 9 day of April, ²⁰⁰⁵2004, personally appeared before me
Windsor C. Smith the owner of Smith and Brown Land
Company, LLC.



Angela L. Hill
NOTARY PUBLIC

SMITH AND BROWN LAND COMPANY, LLC

By: _____
Its: _____

STATE OF UTAH }
 } ss.
COUNTY OF }

On the _____ day of _____, 2004, personally appeared before me
_____ the _____ of Smith and Brown Land
Company, LLC.