

WINDSOR meadows

Of Highland

Protective Covenants And Building Restrictions

ENT 80807:2000 PG 1 of 12
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Oct 12 4:27 pm FEE 102.00 BY SS
RECORDED FOR FIRST AMERICAN TITLE CO

WE, the undersigned owners of the following described real property, to wit: Lots 1 through 71 inclusive, Windsor Park, Plat 'A', located in Highland, Utah, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts may be put, hereby specifying that the said declarations shall constitute covenants to run with all of the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, for the benefit of and limitations upon all future owners, including heirs and assigns, and any other person, corporation or institution which may have interest in or own, in whole or in part, any portion of the described real property.

NOW THEREFORE, for the purpose of developing and preserving the said subdivision in an aesthetically and functionally desirable, uniform, and suitable state, thereby providing a pleasant, secure, and well maintained living environment, and so as to protect the investment of all owners therein, present and future, the following declarations are made:

I. Dwellings

A. Size

1. Single-story

Single-story dwellings (rambler style) must have a minimum of 1500 square feet of living area above grade, exclusive of garages, porches and steps, patios, deck, walkways and basements.

2. Two-story

Two-story dwellings must have a minimum of 1900 square feet of living area above grade, with at least 1100 square feet of that space on the main floor, exclusive of garages, porches and steps, patios, decks, walkways and basements.

B. Setbacks

1. Setbacks are to be 25' from back of curb. Side yard setbacks shall be 10' from structure to property line.

C. Materials

1. Exterior

Dwelling exterior shall be constructed of brick, stone, stucco (high-grade synthetic type), or a combination thereof.

2. Roofing

A high-grade of architectural asphalt roofing (minimum 25-year guarantee) may be permitted if approved by the ACC.

3. Soffits & Facia

Aluminum soffit and facia material may be used.

Note that the use of all exterior building materials, including, not limited to those explicitly mentioned in *1.B, are subject to approval by an Architectural Control Committee in order to guarantee that the quality, color, appearance and usage of the materials is conducive to protecting the investment of all property owners. Organization and duties of the Committee, hereinafter referred to as "ACC", are discussed in detail I *IV below.

D. Architecture

1. General Style

- a) To protect the investment of homeowners in this subdivision, homes of outstanding design are requisite. Designs shall be limited to those prepared by licensed architects or architectural firms. All designs, exterior materials and colors are subject to approval by the ACC.
- b) No modular homes, prefabricated or pre-built homes, round homes, dome homes, log homes, earth homes, mobile homes, aluminum homes, bi-levels, homes with split entries or multiple split-stories shall be built or erected. Solar homes or envelope homes may not be built.
- c) In accordance with local zoning ordinance, all dwellings are to be single-family residences; therefore, under no circumstances shall any auxiliary entrance(s) be designed so as to give the appearance, in any degree, of a duplex or multi-family dwelling.
- d) Homes shall not exceed two stories above grade, except that bonus-type attic rooms or lofts may be allowed within otherwise existing roof space so long as they do not have undue prominence or give the appearance of a third full story.
- e) If standard plans are used in the subdivision, no single plan elevation may be used on more than 10% of the lots.

2. Roof Pitch

The minimum roof pitch for all roof surfaces on main portions of the dwelling shall be on 6 and 12, and the maximum pitch shall be 12 on 12. Steeper or gentler pitches may be allowed in limited amounts were architecturally mandated (such as on top of a turret, or over a covered porch) if the appearance is judged proportionate and appropriate by the ACC.

3. Roof-mounted structures

Any roof-mounted structures, devices, flues, vents, intakes or exhaust ports must be situated on the back side of the house so as not to be visible above the roof line from street viewpoints.

4. External Mechanical Equipment

Evaporative cooling devices ("swamp coolers") will not be allowed. Central heating/cooling related devices (condensers, compressors, fresh-air induction ports, etc.) shall not be located in front of the houses, and side-yard installations must be reasonably screened from street view.

5. Garages

All dwellings shall have as an integral part of the structure a minimum of a two-car garage and not more than a three-car garage. (This does not exclude the possibility of additional garage space in an outbuilding, subject to the conditions of *11.C below. The use of outbuildings for additional garages, storage of recreational vehicles and maintenance equipment rather than storing such items outside is encouraged.) Carports are not allowed.

E. Open Space Special Service District

All lots within Windsor Meadows are subject to the Highland City "Open Space Special Service District". Each lot shall be liable for a monthly fee to be assessed by the District and collected by the City on the monthly utility bill. The District will be responsible for the maintenance and care of all open space dedicated by Windsor Meadows. This fee will be adjusted annually based on the maintenance needs of the District.

II. Exterior Improvements

A. Mailboxes

Mailboxes shall either be enclosed in a brick structure matching the house materials or shall be of a high-quality cast aluminum design. Junk objects, wagon wheels, milk cans, and like objects are categorically excluded from use in mailbox or mailbox enclosure designs. Mailboxes are to be provided at the homeowner's expense. Mailboxes must be approved by the ACC before installation.

B. Outbuildings

1. Detached accessory buildings such as additional garages, storage for recreational vehicles, or storage for yard maintenance equipment shall be allowed, and are encouraged, subject to approval by the ACC, if said building

- a) meet all applicable zoning requirements with respect to size or location, or any other requirement, including the avoidance of recorded easements;
- b) conform in design and materials with the primary residential home on the lot (barn structures constructed of high-quality wood materials may be allowed); and
- c) they are not located adjacent to the front setback of the lot or closer than 10' to either the dwelling or another outbuilding.

C. Antennae & Satellite Dishes

No radio, short wave, television, nor any like-purpose antennae shall be installed on the exterior of any dwelling, outbuilding, or roof thereof, nor at any location on the lot. Satellite TV dishes may be installed if they 1) are not within the front

or side yards, and 2) the location and screening of views has be approved by the ACC

D. Landscaping

1. Trees

Over time, all trees shall be maintained in a safe condition (removal of dead wood, etc.) to prevent damage or injury from broken or falling tree limbs. For safety reasons, trees adjacent to public sidewalks or street curbs shall be pruned and trimmed to remove branches below the height of 6' that extend over or near the sidewalk or curb.

2. Planter Strip Maintenance

The Planter strips between street curbs and sidewalks in front yards (or side yards of corner lots) shall be maintained in an aesthetic manner and so as to pose no safety hazard to pedestrians, bicyclists, or motor vehicles.

3. Completion Requirements

a) The front and side yards of each lot shall be landscaped with at least a grass lawn and sprinkling system within a period of 1 year following completion or occupancy of the dwelling, whichever occurs first.

b) The time limits given in the above paragraphs may be reasonably extended to overcome restrictions caused by weather or season which would prohibit proper installation of materials or which would compromise the survivability of plant materials.

4. Maintenance and Weed Control

All owners shall endeavor to maintain landscaped portions of their lots in a reasonable state of upkeep and orderliness so as not to detract from the appearance of the subdivision. Also, portions of any lot not yet landscaped shall be maintained so as to avoid unsightly infestation with weeds; such weed growths shall also be controlled, as they may constitute a fire hazard during certain seasons of the year.

5. Drainage Swell Easement

The front of each lot contains a drainage swell easement, as shown in Exhibit "A" attached hereto. Said area shall be planted in grass/lawn and shall have NO other plantings including but not limited to, trees, shrubs, and/or landscaping items. Each homeowner shall maintain and keep said area free of debris.

E. Fencing

1. All fences, walls, and hedges are not to exceed 4' in height; Fences, walls and hedges in side yards which face a street may not be placed closer than 10' to the side lot line. Fences or walls may not be built forward of the 35' front setback line. Chain link fences are prohibited. Rail fences shall be constructed of vinyl. All fence or wall materials and designs must be approved by the ACC.

2. In all cases, homeowners agree to abide by pertinent local zoning ordinances, both in letter and intent, especially as they related to clear-sight driving safety

conditions on corner lots or near driveways potentially obscured by curves in the roadway.

3. Lots 1 through 7 may not install any fencing.

G. Driveways and Walkways

All driveways and walkways forward of the 35' front setback line shall be constructed of concrete, brick, flagstones, or similar high-quality materials, and not of asphalt. Appropriate adaptation of this provision to situations involving driveways or sidewalks which access the side yard of a corner lot will be determined by the ACC.

III. Land Usage

A. Occupancy

All dwellings in this subdivision are for single-family occupancy, in accordance with local zoning ordinance.

B. Commercial Activities

No part of any lot shall be used for any commercial, manufacturing, mercantile, vending, distribution transfer hub, or other non-residential purposes, except that professional and administrative occupations may be carried on within a dwelling provided that such activity does not require frequent comings and goings of employees or contracted service providers, clients, delivery vehicles, etc. which would disturb the peace or safety of the subdivision for other residents.

C. Animals

1. Pets

Dogs, cats and other domesticated household pets may be kept but not in excessive numbers. Pets that are not given outdoor access must be contained within the owner's backyard. Pets and their containment areas (if such area has been designated in the owner's backyard) must be maintained in a clean and humane state. Other restrictions may apply in accordance with local animal control ordinances, specifically leash laws. Potentially dangerous animals may be prohibited subject to a 2/3-majority vote of residents.

2. Liability

Owners shall be liable for any and all damage or loss caused by their animals to the person or property of other lot owners (or their invitees). Animal owners will be responsible for maintaining control over animals they own at all times if such animals are taken out of their containment area. Under no condition are pets to roam free in the neighborhood nor shall they be allowed to create a nuisance for neighboring lot owners due to noise, odor, or unsightliness.

3. Fowl and Other Animals

The keeping of fowl or other small animals not already mentioned (reptiles, rare animals, etc.) shall be limited by existing animal ordinances and be subject to the same containment and cleanliness provisions and principles given in **111.C.1 - 4.

D. Nuisances

1. Offensive or noxious activities or objects, which may become an annoyance or nuisance to the neighborhood, shall not be allowed on any lot; such nuisances include, but are not limited to, loud or disturbing noises, frequent or repetitive noises (whether produced artificially or by animals of any kinds), the creation of unsafe or hazardous physical conditions, and the creation of offensive odors.

2. Noises due to legitimate construction or maintenance purposes are excluded from this provision. Hobby use of noise-producing machine tools or other noise-producing implements shall be performed in an environment that will insulate other residents from the noise; for example, in a solidly-built outbuilding, the doors and windows being closed during operation of the equipment.

E. Parking and Storage

1. For safety reasons and to protect the aesthetics of the subdivision, street parking shall not be allowed, the exceptions being vehicles belonging to short-term visitors (staying less than about 36 hours) or commercial vehicles in the process of providing goods or services to the homeowner.

2. Additionally, no inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours before being removed. No commercial vehicles, heavy machinery, constructions equipment, junk, junk vehicles, commercial materials, dilapidated appliances or similar objects shall be stored on any lot or parked on any adjacent street.

3. Recreational vehicles, including but not limited to motor homes, trailers, campers, boats, hang-gliders, ultra-light airplanes, off-road vehicles, snowmobiles, motorcycles, or similar vehicles shall be parked or stored behind the front yard setback and screened from street view. The construction of an outbuilding garage for such vehicles or objects is encouraged and desirable. (See *11.C above for outbuilding restrictions.)

4. No above ground storage tanks for fuel are allowed on any lot for any reason unless written permission for the tank and approval of its location is given by the ACC.

F. Trash, Debris

No trash, ashes, nor any other refuse or debris may be dumped, disposed of, or stored on any lot. All homeowners must subscribe to the city garbage disposal service.

G. Signs

No signs, billboards, or advertising structures may be erected or displayed on any lots, except for a single sign not more than 2' X 3' in size advertising a specific lot or house for sale or home for rest, or a political sign not more than 2' X 2'. The only other exception will be signed that are deemed necessary by the original owner/developer of the subdivision, and all such signs must be removed at such time that all the lots in the subdivision are sold.

H. Temporary Structures

No structure of a temporary character, or trailer, camper, motor or mobile home, tent, shack, garage, bard, or other outbuilding shall be used on any lot at the time as a residence, either temporarily or permanently. The sole exception shall be the use of a

trailer or outbuilding as an on-site residence while construction of the primary residence is ongoing; note that permission to do so must be granted by Highland City.

IV. Architectural Control Committee

A. Organization

Except for the initial Committee which consists of the principals of Windsor Park Associates, L.C., or their assigns, the Architectural Control Committee shall consist of five members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the duties incumbent on the Committee. In the event of the death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the vacancy. Except for the initial members appointed to the committee, all members of the Committee must be residents of the subdivision at the time of their appointment. Any member changing his/her residence to a location outside of the subdivision shall be disqualified from further participation and shall declare a vacancy. At such time that all lots owned by the initial developer are sold, said developer would appoint five residents of the subdivision to stand as the Architectural Control Committee.

B. Compensation and Term of Service

Committee members serve without pay and as a public service to the neighborhood, with the intent of preserving the subdivision's property value, general safety, and quality of life for the mutual enjoyment and benefit of all residents. Residents of the subdivision shall accord them cordiality and respect as compensation for their sacrifices, even when resolving conflicts. Term of service is of indeterminate length, except that a 2/3 majority vote of all lot owners (one vote per lot) may remove any Committee member from service, or any Committee member may resign at any time for any reason.

C. Duties

The duties of the Committee shall include the following:

1. Approval of all construction plans for dwellings or outbuildings, including but not limited to the materials, colors, design, and placement of said structures.
2. Granting of variances from the standards of these covenants (such variances shall be allowed only if good cause is shown and the net result does not detract from the quality of the subdivision).
3. Exercise of enforcement procedures against lot owners willfully in noncompliance with any of the provisions of these protective covenants.
4. Any and all other duties, tasks, obligations and responsibilities as specifically mentioned anywhere in these protective covenants.

D. Authority

It is understood that the Committee has the authority to render judgment in the performance of its duties on whatever basis is available with the intent of preserving what it feels are the best interests of all of the property owners in the subdivision. These shall include, but not be limited to, aesthetics, reasonable protection of views, etc. All decisions of the Committee shall be final and binding upon all parties involved.

E. Indemnification

Because Committee members serve without pay as a public service to the neighborhood, any liability incurred due to an oversight or implied mistake that might arise due to the action/inaction of the Committee or any of its members while attempting in good faith to carry out the functions of the Committee will be exempt from any civil claims brought by residents of the subdivision, or their invitees. Therefore, such Committee members will be held harmless to any such action and exempt from any civil recourse either intended or implied to any of the Committee members while serving in the capacity of the Committee, or for the judgments that they may render during the course of their service.

F. Procedures

1. Unanimous Vote of Majority

The unanimous agreement of a quorum (or majority) of Committee members shall be required to execute official business or decisions of the Committee. Members of any quorum so transacting business shall affix their signatures to any plans they approve or correspondence describing their actions in any other matter. (The only exceptions shall concern actions by the initial Committee, which requires only the signature of any one of the principals of the initial developer, Windsor Park Associates, Lc.)

2. Keeping of Records

The Committee shall keep on file records indicating all official action taken, containing, at a minimum, the date of action, names of signatories to the approval of said action, and a brief description of the action itself, including any non-obvious or mitigating factors involved in the decision process. The Committee shall also keep on file a copy/record of all complaints/requests received by them for their consideration or enforcements. Copies of the records of official action shall be given to each party concerned with the particular action, unless such copy is declined or the action affects all lot owners.

3. Timeliness of Actions

The Committee shall endeavor to respond to all requests, approval reviews, or complaints within 15 days of their receipt of construction documents or written notice of other requests or complaints. The time may be extended due to extenuating circumstances, such as personal tragedies, affecting members of the Committee, or if notice of probable delay is given by the Committee upon receipt of actionable requests.

4. Explanation of Rejections

Whenever the Committee, in the course of examining proposals which require its approval (e.g., new construction plans), renders a judgment to reject said proposals, in whole or in part, the Committee shall arrange to meet personally with the affected parties, explain its reasoning, and suggest alternative or adjustments which might make the proposal acceptable.

V. New Construction

A. Preliminary Plan Approval

1. For purposes of judgment by the ACC, preliminary plans shall include as a minimum the following information (to which further requests may be appended by the Committee):

a) Plot plan to scale of entire lot with buildings located and elevation of floors shown above or below a designated reference point on the street.

b) Specifications of all materials to be used on the exterior of the residence.

c) Elevation drawings of all sides of the house and any detached outbuildings, clearly showing the usage of exterior construction materials.

3. The ACC may approve or reject any or all portions of the proposed final plans, at its sole discretion. Judgments will be rendered in accordance with procedures and prerogatives described in *IV above.

B. Final Plan Approval

1. For purposes of judgment by the ACC, final plans shall include as a minimum the following information (to which further requests be may be appended by the Committee):

a) Plot plans to scale showing the entire lot, buildings, garages, walks, drives, fences, carriage lights, retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated reference point on the street.

b) Detailed elevations of the exterior of all buildings, indicating all finish materials and showing existing and finished grades.

c) Adequate details of lampposts, mailboxes, windows, and carriage lights, etc. as required for approval according to provisions of these covenants.

d) A copy of these covenants signed by the contractor, or signed written statements, showing that he/she has read them and will abide by them. It is hereby noted that contractors building spec. homes are responsible to pass a copy of these covenants to the buyer of such a home.

2. The ACC may approve or reject any or all portions of the proposed final plans, at its sole discretion. Judgments will be rendered in accordance with procedures and prerogatives described in *IV above.

3. One set of working plans for new or remodel construction projects shall be kept by the Committee until the proper completion of the construction project, at which time the said plans will be returned to the owner.

4. For the protection of the homeowner, no copies or representations of floor plan details shall be retained by the Committee or individual Committee members (or the original developer).

C. Repair of Improvements Damaged by Construction

Lot owners shall be responsible for the repair or replacement of any sidewalk, curb, gutter, road surface, utility stub-ins or other improvements that are damaged during construction of the owner's house or other structures due to heavy machinery, cement trucks, tractors, etc., or by any other means.

VII. General Provisions

A. Limitation of Verbal Statements

No verbal statements by any person, developer, contractor, marketing agent, banker, lot owners, or any other person associated with the development, marketing, or sale of lots in this subdivision shall be binding upon any person or entity. These written covenants and any written declarations of the Architectural Control Committee regarding approvals or variances constitute the sole and final embodiment of any warranties, promises, or commitments, whether explicit or implied.

B. Zoning and Governmental Compliance

All applicable zoning or governmental rules, regulations, and ordinances of Highland City, Utah County, or higher governmental agencies must be complied with regarding all activities within the subdivision. When a subject is covered both by this set of covenants and a governmental or zoning rule, restriction, or ordinances, the more restrictive requirements shall be met.

C. Amending of Covenants

These Covenants and Restrictions can be amended at any time by a written instrument executed in recordable form by not less than two-thirds (2/3) of the property owners within the subdivision, one lot representing one vote.

F. Enforcement

1. In the event of violation, real or apparent, of any of these covenants, and in the hopes of maintaining the greatest possible harmony and good will among all residents, it is expected that those person(s) desiring enforcement of the covenants will first make personal contact with those person(s) allegedly in violation and make a good-faith attempt to resolve the problem in a cordial manner, each side being willing to listen to the views of the other. If the conflict is not resolvable in this matter, then a written complain shall be delivered to the ACC for their judgments.
2. If, in the judgment of the ACC, the written complaint does describe a violation of these protective covenants, and all efforts at negotiation have failed, then as a last resort the ACC shall deliver a written notice of

violation and a request for compliance of the violator(s). If compliance has not been undertaken or completed within 14 days from the delivery of said notice, the Committee is authorized and empowered to take such actions as may be necessary to enforce the provisions of these covenants.

3. If monies are needed to facilitate the action, then all lot owners shall first be informed of the details and likely cost of the proposed action. Each lot owner may choose either to participate or not to participate. Participating lot owners will share the costs of enforcement equally among themselves. Participating lot owners may choose to withdraw their participation at any time and pay only their share of costs-to-date. The losing party shall pay all costs, including legal fees, incurred by the prevailing party.
4. New residents or lot owners re exempt from financial participation in any actions in progress at the time they purchased their lot or home, even if the previous owner was participating in such an action.

E. Severability

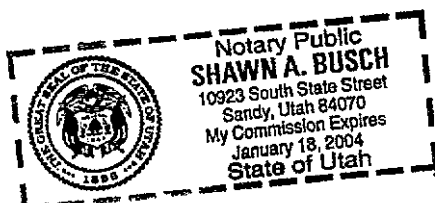
Invalidation of any of these covenants by judgment on court order shall in no way affect any of the other provisions of these covenants and restrictions, which shall remain in full force and effect.

WITNESS our hands this 17th day of OCTOBER, 2000.

Connie Quintana / Asst. Sec.
D.R. Horton, Inc.
Connie Quintana, Assistant Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

I, the undersigned notary public, do acknowledge that the above-named person(s) did certify to me that they signed the foregoing instrument.



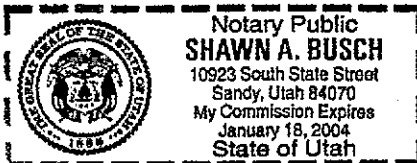
[Signature]
NOTARY PUBLIC

STATE OF UTAH)

)ss.

COUNTY OF SALT LAKE)

On the 6th day of OCTOBER, A.D. 2000, CONNIE QUINTANA who being by me duly sworn did say, for HERSELF, that she, the said CONNIE QUINTANA is the ASSISTANT SECRETARY of D.R. HORTON, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said CONNIE QUINTANA each acknowledge to me that the said corporation executed the same.



Shawn A. Busch Notary Public
My Commission Expires: 1-18-04
Residing In: SLC