

After Recording Return to:
Burt R. Willie
VIAL FOTHERINGHAM, LLP
515 South 400 East
Salt Lake City, Utah 84111

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS & EASEMENTS
Windmill Subdivision, A Covenanted Subdivision
Davis County, Utah

THIS DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS FOR WINDMILL SUBDIVISION, A COVENANTED SUBDIVISION (this "Declaration") is made and executed on this 10th day of November, 2016, by Windmill Development, LLC, a Utah limited liability company (hereinafter "Declarant").

RECITALS:

- (A) This Declaration will take effect on the date recorded at the office of the Davis County Recorder's Office (the "Effective Date").
- (B) Declarant is the owner of certain real property located in Davis County, Utah and more particularly described as follows (the "Property"):

BEGINNING AT A POINT ON THE SECTION LINE AND THE CENTER LINE OF 3200 WEST STREET, SAID POINT BEING SOUTH 0°11'56" WEST 412.50 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE SOUTH 0°11'56" WEST 363.20 FEET ALONG THE SECTION LINE AND CENTER LINE OF 3200 WEST STREET; THENCE NORTH 88°51'10" WEST 178.60 FEET; THENCE SOUTH 0°11'56" WEST 246.90 FEET; THENCE NORTH 89°48'04" WEST 15.00 FEET; THENCE SOUTH 0°11'56" WEST 30.00 FEET; THENCE NORTH 89°48'04" WEST 492.84 FEET; THENCE NORTH 89°47'29" WEST 198.03 FEET; THENCE NORTH 0°12'31" EAST 17.39 FEET; THENCE NORTH 89°47'29" WEST 125.00 FEET; THENCE NORTH 0°12'31" EAST 617.98 FEET TO A POINT 412.50 FEET SOUTH OF THE SECTION LINE RUNNING FROM THE NORTH QUARTER CORNER TO THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°53'55" EAST 1009.33 FEET ALONG A LINE SOUTH 412.50 FEET OF AND PARALLEL TO THE SECTION LINE RUNNING FROM THE NORTH QUARTER CORNER TO THE NORTHEAST CORNER OF SECTION 26,

TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND
MERIDIAN TO THE POINT OF BEGINNING.

CONTAINS 590,446 SQUARE FEET, 13.555 ACRES, 28 LOTS.
Tax I.D. Nos. 12-869-0101 - 0128

(C) Declarant desires to subject the Property to the terms of this Declaration. Declarant intends to develop a residential subdivision on the Property. Declarant will develop and convey all of the Lots within the Subdivision subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Subdivision.

(D) There are no Common Areas within the Property to be maintained and, thus, no association of homeowners is being formed.

(E) Declarant may from time to time and in its sole discretion expand the Property subject to this Declaration by the annexation of all or part of the lands adjacent to the Property, including the Undeveloped Land. The annexation of any such land shall become effective upon the recordation in the office of the County Recorder of Davis County, Utah, of (a) a subdivision plat or map covering the land to be annexed into the Subdivision and (b) if there are any changes to covenants affecting subsequent phases, a supplemental declaration which sets forth such additional limitations, restrictions, covenants and conditions as are applicable to the annexed land. Declarant's right to annex land to the Property shall expire twenty (20) years after this Declaration was first filed for record in the office of the county recorder of Davis County, Utah. Declarant has no obligation hereunder to annex any additional land to the Subdivision.

(F) Declarant declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Lot located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, and its successors in interest; and may be enforced by the Declarant during the Declarant Control Period, and any Owner thereafter.

(G) Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of the Subdivision Improvements; (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City or County ordinances; (4) assignment of Declarant's rights under this

Declaration in whole or part; and (5) retention of Declarant's rights with respect to subsequent phases. A supplemental declaration, with such modifications or supplemental provisions as may be deemed appropriate by Declarant on a phase-by-phase basis, may be recorded to address differences in the circumstances affecting any Lots to be constructed after the initial phase.

(H) These Recitals are made a part of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I DEFINITIONS

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

(A) "City" shall mean Layton City, Utah and its appropriate departments, officials and boards.

(B) "County" shall mean Davis County, Utah and its appropriate departments, officials and boards.

(C) "Declarant" shall mean and refer to Windmill Development, LLC, a Utah limited liability company, and its successors and assigns.

(D) "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions & Easements for Windmill Subdivision, A Covenanted Subdivision, together with any subsequent amendments or additions through supplemental declarations.

(E) "Dwelling" shall mean the single family residence built or to be built on any Lots.

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

(G) "Lot" shall mean any numbered building Lot shown on any official and recorded Plat(s), including all Improvement located thereon.

(H) "Owner" shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage.

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

(J) "Plat(s)" shall mean an official and recorded plat of Windmill Subdivision, including all subsequent phases when recorded, as approved by the City and recorded in the office of the Davis County Recorder, as it may be amended from time to time.

(K) "Property" shall have the meaning set forth in the Recitals.

(L) "Subdivision" or "Project" shall mean all phases of Windmill Subdivision and all Lots, and other property within the Subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property and Undeveloped Land.

(M) "Subdivision Improvements" shall mean all improvements to be installed outside the boundaries of Lots or within easements as identified on the Plats that are necessary to provide public road access and/or private road access and utility service to the Lots, and including other construction work required to comply with any conditions of City or County or other governmental agencies to the approval of the Subdivision or any Plat(s) thereof.

(N) "Undeveloped Land" shall, at any point in time, mean all of the land more particularly described in **Exhibit "A"** attached hereto and made a part hereof. Declarant's determination as to when any of the land described in Exhibit "A" ceases to be Undeveloped Land shall be conclusive

ARTICLE II EASEMENTS

2.1 Reservation of Access and Utility Easements. Declarant hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and those claiming by, through or under the Owners; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

2.2 Easements for Construction and Development Activities. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of Dwellings on Lots, (b) to maintain sales or leasing offices, management offices and models throughout the Project and to maintain one or more advertising

signs, or other property in the Project, (c) construction, installation and maintenance thereon of roadways, walkways, buildings, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners, and (d) construction, installation and maintenance on lands within, adjacent to, or serving the Property of roadways, walkways, and other facilities, planned for dedication to appropriate governmental authorities.

2.3 Income Generated from Service Providers. Declarant, as owner of the real property at the time it is annexed into the Subdivision through recordation of a plat, which includes the dedication of certain utility easements to the City or County, may negotiate terms with service providers that desire to install infrastructure to provide services to owners in the Subdivision. During the Declarant Control Period, any income gained from these negotiations with service providers by Declarant may be retained by the Declarant.

ARTICLE III **DECLARANT CONTROL PERIOD**

3.1 The Declarant Control Period runs until ninety (90) days after the first to occur of the following:

(A) When 95% of Lots have been sold or conveyed to Persons other than Declarant or its assigns, successors, subsidiaries, related construction entities, or other entities established by Declarant, or Declarant's members, for the purpose of constructing Dwellings on the Lot; or

(B) When, at its discretion, the Declarant so determines.

3.2 Notwithstanding anything to the contrary in this Declaration, Declarant may exercise its discretionary termination of control in whole or in part as to any portion of the Subdivision at its sole election and determination. In doing so as to a portion of the Subdivision, it does not waive any reversionary or remaining control as to all other portions of the Subdivision, the control of which is not expressly terminated by Declarant.

ARTICLE IV **OWNERS' MAINTENANCE OBLIGATIONS**

4.1 Duty to Maintain. It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Project. The Owner shall be responsible for keeping the Dwelling and Improvements thereon in a clean and sanitary condition, free of pests and rodents, and uncluttered. If any such Lot shall develop an unclean or unsanitary condition or fall into a state of disrepair, and in the event that the Owner of such Lot shall fail to correct such condition or state of disrepair promptly following written notice from the Declarant during the Declarant Control Period or Owner following the termination of the Declarant Control Period, the Declarant or Owner shall have the right under the Declaration to petition any court of competent jurisdiction, for legal or equitable relief.

4.2 SWPPP Compliance. Owners shall be responsible for construction activities on their Lots and their contractors with respect to SWPPP compliance. Owners shall indemnify

Declarant for any fines, costs, fees or enforcement action against Declarant for activities with regard to construction activities on an Owner's Lot or work provided by an Owners' contractors.

ARTICLE V
ARCHITECTURAL RESTRICTIONS

5.1 Approved Builder & Plans. During the Declarant Control Period, only contractors approved in advance by Declarant, in its sole discretion, may construct Improvement(s) upon the Lots. Similarly, during the Declarant Control Period, house plans must be approved in advance by Declarant in its sole discretion.

5.2 Residential Homesites. All Lots in the Subdivision shall be known and described as residential homesites. No structure shall be erected, altered, placed or permitted to remain upon any homesite other than a one-family dwelling, such dwelling not to exceed two (2) stories above grade with a private attached or detached garage of not more than four (4) cars and not less than two (2) cars; and other outbuildings, fencing or Improvements, as shall be approved in advance in writing by the Declarant.

5.3 Square Footage Requirements. No residential structure shall be erected or placed within the Property unless one of the following minimum requirements is met:

- (a) If the residence is a single level or a rambler style with a basement, the main floor living areas, exclusive of porches, garage areas or basements, shall be no less than 1,500 square feet or a maximum of 5,000. The maximum square feet limitation may be waived by the Declarant in its sole discretion.
- (b) If the residence is a multi-level, the main floor living areas, exclusive of porches, garage areas or basements, shall be no less than 1,500 square feet or a maximum of 5,000 square feet. A minimum of 800 square feet will be on the upper level. The maximum square feet limitation may be waived by the Declarant in its sole discretion.
- (c) Declarant, and its successor, heirs or assigns, reserves the right to modify the square footage requirements for future phases.

5.4 Dwelling Construction & Materials. In order to promote a harmonious community development and protect the character of the Subdivision, the following architectural guidelines must be followed:

- (a) Exterior construction materials shall be limited to stone, stone veneer, cultured stone, brick, brick veneer, wood siding, stucco, or cement fiberboard or smart side. Aluminum siding, or vinyl siding shall not be allowed, except in reasonable areas such as the fascia and soffit as approved by the Declarant.
- (b) Roof design shall be limited to a minimum of 4/12 pitch.
- (c) Location of all storage or utility buildings, garbage and refuse containers, air

conditioning equipment, and utility pipes, etc., must be placed in a manner not obvious from the adjacent street and preferably in the rear of the Dwelling, as approved by the Declarant

(d) Any light used to illuminate garages, patios, parking areas or for any other purpose shall be so arranged to reflect light away from adjacent residences and away from the vision of passing motorists.

(e) Whenever possible, retaining walls should appear to be an extension of the Dwelling and are subject to the same criteria relative to color, materials, appearance and durability as the Dwelling itself.

5.5 Building and Landscaping Time Restrictions

(a) The exterior construction of all structures shall be completed within a period of eighteen (18) months following commencement of construction. The front, side and rear yards of each Lot shall be landscaped within a period of two (2) years following completion of each Dwelling.

(b) There shall be no time requirement imposed upon an Owner requiring the commencement of construction upon a Lot.

(c) No other building or structure may be constructed prior to the construction of the Dwelling on the Lot.

5.6 Exemption of Declarant. At any time during the Class B Control Period, Declarant shall be exempt from the restrictions contained in this Article V.

ARTICLE VI **USE LIMITATIONS & RESTRICTIONS**

6.1 Single Family. All Lots shall be used only for single-family residential purposes, and no more than one Dwelling shall be constructed on any Lot. "Single Family" shall mean one household of persons related to each other by blood, marriage, or adoption, or one group of not more than two unrelated persons per bedroom.

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

6.3 Licensed Contractor. Unless the Declarant gives a written waiver of approval to an Owner, no Improvement may be constructed, remodeled or altered on any Lot except by a licensed contractor, duly qualified and licensed by the appropriate governmental authorities.

6.4 No Business or Commercial Uses. No portion of the Subdivision may be used for any commercial business use, provided, however, that nothing in this provision is intended to

prevent (a) the Declarant, or other builders, from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until 100% of the Lots are sold in the Subdivision, whichever occurs later, or (b) the use by any Owner of his Lot for a home occupation pursuant to City or County ordinance. Businesses, professions or trades may not require heavy equipment or create a nuisance within the Project, and may not noticeably increase the traffic flow to the project.

6.5 Restriction on Signs. The Subdivision may be identified by permanent signs to be installed by Declarant, at Declarant's discretion. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of eight square feet identifying the contractor and/or architect of any Dwelling while it is under construction. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations. The Declarant may erect a sign at the entrances to the Subdivision announcing the availability of Lots and giving sales information. No permanent signs stating the address or the name of the owner of any Lot may be installed without the advance consent of the Declarant.

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

6.7 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Lot which service installations entirely within that Lot.

6.8 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling must be connected to the sanitary sewer system.

6.9 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy.

6.10 No Re-Subdivision. No Lot may be re-subdivided.

6.11 Combination of Lots. No Lot may be combined with another Lot without the consent of the Declarant.

6.12 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot or the Project, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots. No Owner or occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

6.13 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes,

without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than property supervised and contained).

6.14 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of an Improvement); open storage or parking of construction equipment; open storage or parking of vehicles, trailers or other pieces of equipment that are unusable, in poor condition or unsightly; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; and the storage or accumulation of any other material that is unsightly.

6.15 Garbage. All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible for neighboring Lots, roadways and Common Areas.

6.16 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and reasonably limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City and/or County. Holiday or seasonal decorative lights shall be permitted.

6.17 No Annoying Sounds. No speakers, windbells, windchimes, or other noise making devices may be used or maintained on any Lot which creates noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

6.18 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (maximum of two) may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the Dwelling of the Owner, or within confines on the premises of the Owner. Pet owners shall promptly remove and dispose of all excrement emitted by their pets. Fierce, dangerous or vicious animals or animals that cause a nuisance by barking or other offensive activity shall not be permitted.

6.19 Landscaping. Vegetation within any Lot shall be planted and maintained in good condition by the Owner.

6.20 Fencing. Any fencing must be constructed of iron, wood or high-quality vinyl or synthetic material in harmony with the Dwelling and surrounding area, and subject to approval from the Declarant prior to construction. No barbwire, chain link or white vinyl or wood fencing is permitted. Height of any fencing may not exceed six (6) feet from natural grade.

6.21 Vehicles & Parking. No vehicles are to be parked or stored on the front or side streets, lanes or driveways of the Lots unless they are in running condition, properly licensed, regularly used and in compliance with City and/or County ordinances. No recreational vehicles, campers, dirt bikes, atvs, trailers, boats, or similar vehicles may be parked or stored in the

driveways, streets, lanes or elsewhere within the Project. Recreational vehicles, campers, motorcycles, atvs, trailers, boats, and similar vehicles must be parked or stored in a garage or other approved enclosure behind front façade of the Dwelling and screened from view.

6.22 Exterior Antennas, Satellite Dishes & Communication Devices. An Owner is first required to utilize existing cables, satellite dishes, antennas and related structures before installing any new hardware to the exterior of the Dwelling or Lot. Prior, written approval from the Declarant as to the location of any new satellite dishes, antennas, communication devices, cables and related hardware is required. Whenever possible without preventing adequate reception, satellite dishes, antennas and communication devices should be screened from view and not placed anywhere on the front of the Dwelling.

6.23 Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices or the painting or graffiti, within the Project is prohibited. The terms firearms, including but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

6.24 Temporary Structures. No Owner or resident shall place upon any part of the Project any temporary structures including, but not limited to tents, trailers.

6.25 Clotheslines. No clotheslines shall be permitted.

6.26 Nuisances No noxious or offensive trade, activity or nuisance shall be permitted on any Lot nor shall anything be done which may be or become an annoyance to the neighborhood.

ARTICLE VII RENTAL/LEASE RESTRICTIONS

7.1 The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers, including listing on rental websites including, but not limited to Airbnb, VRBO, etc. No Dwelling may be rented or leased in the Project for a period of less than six (6) months.

ARTICLE VIII ENFORCEMENT

8.1 Enforcement. During the Declarant Control Period, the Declarant shall have the right to enforce, by any proceeding at law, the covenants contained in this Declaration now or hereafter imposed by the provisions of the Declaration. Following the Declarant Control Period, any Owner shall have the right to enforce, by any proceeding at law, the covenants contained in this Declaration now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.1 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance, and is subject to abatement by the Declarant or any other Owner.

- (a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner or Declarant. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.
- (b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.
- (c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.
- (d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

9.2 Repurchase Option for Construction Defect Claims. In the event any Owner shall commence an action, including but not limited to the filing of a lawsuit, against Declarant or its assigns, successors, subsidiaries, related construction entities, or other entities established by Declarant, or Declarant's members, for the purpose of constructing Dwellings on the Lot (collectively "Declarant") in connection with any alleged construction defects in such Owner's Unit, Declarant shall have the option, but not the obligation, to purchase such Unit on the following terms and conditions:

- (a) The purchase price shall be an amount equal to the sum of the following, less any sums paid to such Owner under any homeowner's warranty, in connection with the alleged defect:
 - (i) The purchase price paid by the original Owner of the Dwelling & Lot when originally purchased from Declarant;
 - (ii) The agreed upon value of any improvements made to the Dwelling by anyone other than Declarant;
 - (iii) The Owner's reasonable moving costs; and
 - (iv) Any closing costs incurred by the Owner in connection with the purchase of

another primary residence within ninety (90) days after closing of repurchase provided for herein.

(b) Close of escrow shall occur not later than forty-five (45) days after written notice from Declarant to the Owner of Declarant's intent to exercise the option herein.

(c) Title shall be conveyed to Declarant free and clear of all monetary liens and other encumbrances other than non-delinquent real estate taxes.

(d) Exercise of the repurchase option as provided for herein above shall constitute full and final satisfaction of all claims relating to the subject Dwelling and Lot. The Owner shall promptly execute and deliver any notice of dismissal or other document necessary or appropriate to evidence such satisfaction.

(e) Declarant's option to repurchase granted herein with respect to any particular Dwelling and Lot shall automatically terminate upon the expiration of the last applicable statute of limitations applicable to any construction or warranty claim governing such Dwelling and Lot including all applicable tolling periods.

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

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

9.5 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE DECLARANT HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

9.6 Amendment. At any time while this Declaration is in effect, the covenants herein contained can be modified by the Declarant or Declarant's successors and assigns during the Declarant Control Period at the sole discretion of the Declarant. Thereafter, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than sixty-seven (67%) percent of the total Lots. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

9.7 Constructive Notice. Every person who owns, occupies or acquires any right,

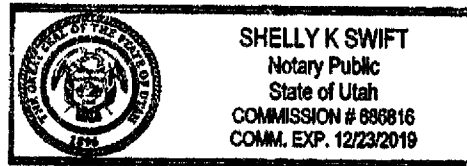
title or interest in any Lot in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Lot, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Lot.

9.8 Notices. All notices under this Declaration are to be provided by regular, US Mail to the address of record with the Davis County Recorder.

9.9 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

Windmill Development, LLC, a Utah limited liability company

David S. Bailey
By:
Its: Member



STATE OF UTAH)
 : ss
COUNTY OF Davis)

On this 30th day of June, 2016, personally appeared before me David S. Bailey who being by me duly sworn, did say that he is a Member of Windmill Development, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority and said member duly acknowledged to me that said limited liability company approved the same.

Shelly K Swift
Notary Public

EXHIBIT "A"
"Undeveloped Land"

Final Phase 2A Plat Legal Description

Beginning at the Northwest Corner of Windmill Subdivision Phase 1, said point being, said point being South 0°11'56" West 412.50 feet along the section line to the Northeast Corner of Windmill Subdivision Phase 1 and North 89°53'55" West 1009.33 feet along the north line of Windmill Subdivision Phase 1 from the Northeast Corner of Section 26, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running;

Thence South 0°12'31" West 617.98 feet along the west line to the Southwest Corner of Windmill Subdivision Phase 1;

Thence North 89°47'29" West 183.01 feet;

Thence North 0°12'31" East 79.93 feet;

Thence North 89°47'29" West 130.00 feet to the east line of Island View Ridge Subdivision;

Thence North 0°12'31" East 537.47 feet along the east line of Island View Ridge Subdivision to a point 412.50 feet south of the section line running from the North Quarter Corner to the Northeast Corner of Section 26, Township 4 North, Range 2 West, Salt Lake Base and Meridian;

Thence South 89°53'55" East 313.01 feet along a line south 412.50 feet of and parallel to the section line running from the North Quarter Corner to the Northeast Corner of Section 26, Township 4 North, Range 2 West, Salt Lake Base and Meridian to the point of beginning.

Contains 182,949 square feet, 4.200 acres, 9 lots.

Final Phase 2b Plat Legal Description

Beginning at Southwest Corner of Lot 118, Windmill Subdivision Phase 1, said point being South $0^{\circ}11'56''$ West 1049.64 feet along the section line and North $89^{\circ}48'04''$ West 686.41 feet to and along the south line of Windmill Subdivision Phase 1 and North $89^{\circ}47'29''$ West 140.03 feet along the south line of Windmill Subdivision Phase 1 from the Northeast Corner of Section 26, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running;

Thence South $0^{\circ}12'31''$ West 553.18 feet;

Thence South $0^{\circ}42'45''$ West 160.06 feet;

Thence North $89^{\circ}18'00''$ West 363.24 feet;

Thence North $61^{\circ}52'35''$ West 148.67 feet to the east line of Island View Ridge Subdivision;

Thence North $0^{\circ}12'31''$ East 737.84 feet along the east line of Island View Ridge Subdivision to the Southwest Corner of Windmill Subdivision Phase 2A;

Thence South $89^{\circ}47'29''$ East 130.00 feet along the south line of Windmill Subdivision Phase 2A;

Thence South $0^{\circ}12'31''$ West 79.93 feet along the south line of Windmill Subdivision Phase 2A;

Thence South $89^{\circ}47'29''$ East 308.00 feet along the south line of Windmill Subdivision Phase 2A;

Thence South $0^{\circ}12'31''$ West 17.39 feet along the south line of Windmill Subdivision Phase 2A;

Thence South $89^{\circ}47'29''$ East 58.00 feet along the south line of Windmill Subdivision Phase 2A to the point of beginning.

Contains 366,117 square feet, 8.405 acres, 19 lots.