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DECLARATION OF COVENANTS *D*
CONDITIONS AND RESTRICTIONS OF
THE WOODS AT WINDSOR LANE

11 - 748-0001 thru 0018

A Private Gated Community
1150 North Boynton Road
Kaysville, Utah

By
G.B. Development LLC

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**DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF THE
WOODS AT WINDSOR LANE**

THIS IS A DECLARATION of Covenants, Conditions and Restrictions which establishes a planned unit development known as The Woods at Windsor Lane.

RECITALS

Declarant is the Owner of certain real Property in Kaysville, Davis County, Utah which is more particularly described below.

Declarant will convey the Property subject to certain protective covenants, conditions, restrictions, reservations, assessments, charges and liens as hereinafter set forth.

It is the desire and intention of Declarant to construct homes and sell and convey the same to various purchasers, and to convey Common Area to an Association in which the Owners shall be members.

DECLARATION

Declarant hereby declares that all of the properties described below shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the Plat recorded concurrently. This is for the purpose of protecting the value and desirability of the Properties. This Declaration and the Plat shall be construed as covenants of equitable servitude; shall run with the Property and be binding on all parties 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 each Owner thereof.

The Property is located in Kaysville, Davis County, Utah, and is described as:

SEE EXHIBIT "A" THAT IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

ARTICLE I DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

1.1 Articles shall mean Articles of Incorporation of the Association and any amendments thereto.

1.2 Assessment means any Annual Assessments, Special Assessments and/or such other assessments and charges as are established and collected by the Association in accordance with the provisions of this Declaration.

1.3 Assessment Lien means a lien filed by the Association on a Lot which relates to any unpaid or uncollected Assessment, including penalties.

1.4 Association means the Woods at Windsor Lane Homeowners Association, Inc., a Utah nonprofit corporation, which shall be formed and incorporated and which shall constitute the Association to which reference is made in this instrument, the purpose of which is to maintain the Common Area and to further, by regulations and restrictions consistent with this Declaration, the common interests of all Owners within the Association.

1.5 Board or Board of Trustees means the governing board of the Association.

1.6 Bylaws means and refers to the Bylaws of the Association, a copy of which is attached hereto, marked Exhibit "C", and incorporated herein by this reference.

1.7 Common Area(s) means all property designated on the Final Subdivision Plat(s) as Common Area which are created by the Declarant or by the Association for the common benefit of all Owners within the Association.

1.8 Declarant means G & B Development, a Utah limited liability company and any party designated as a successor or assign of the Declarant by a written instrument duly recorded in the real estate records of Davis County, Utah, which instrument, to be effective need only be signed by Declarant. Such instrument may specify the extent and portion of the rights or interests being assigned by Declarant, in which case Declarant shall retain all other rights of Declarant not so assigned.

1.9 Declaration means this Declaration of Covenants, Conditions and Restrictions of the Woods at Windsor Lane as recorded in the real estate records of Davis County, Utah, and as amended from time to time. This Declaration shall at all times and for all purposes be relied upon by Declarant, Owners, Members, Mortgagees, any prospective purchaser of a Lot in the Association and any title company insuring any owner, mortgagee or other interest in the Association.

1.10 Design and Development Guidelines means guidelines adopted by the Declarant and ratified by the Board to provide design and development criteria to persons desiring to build homes, construct other improvements and/or carry on any other development activity on Lots.

1.11 Eligible Mortgage Holder shall mean the holder of any first priority Mortgage encumbering a Lot that has given written notice to the Association of said Mortgage. Such notice shall include a true copy of the Mortgage as recorded.

1.12 Final Subdivision Plat means the subdivision plat map for the Association which has been approved and recorded in the Office of the Davis County Recorder.

1.13 Lot means and refers to any one of the lots within the boundary of the Property as such is shown and designated on the Final Subdivision Plat for private ownership and individually numbered and are intended to be used and occupied by a single family.

1.14 Member means the Owner of a Lot in the Association who, by virtue of such ownership is/are a Member(s) of the Association.

1.15 Mortgage means any mortgage, deed of trust or other security instrument creating a real property security interest in any Lot, excluding any statutory, tax or judicial liens.

1.16 Mortgagee means any grantee or beneficiary of a Mortgage.

1.17 Mortgagor means any grantor or trustor of a Mortgage.

1.18 Owner means the person or persons or legal entity holding record fee simple title to a Lot. Declarant and the Association shall be entitled to treat the record title holder of a Lot as the Owner thereof for all purposes.

1.19 Property means all the property shown on the recorded Final Subdivision Plat, and shall also include all Common Area, easements and/or other open space areas granted to the Association by the Declarant whether or not included within the boundary of any Final Subdivision Plat.

1.20 Roads means the roadways and associated improvements within those areas designated on the Final Subdivision Plat which are intended to serve more than one (1) Lot.

1.21 Special Assessment means any special or extra-ordinary assessment levied and assessed pursuant to Section 5.5 below.

ARTICLE II ASSOCIATION MEMBERSHIP

2.1 Formation of Association. The Association shall be a nonprofit Utah corporation charged with the duties and invested with the powers prescribed by law and as set forth in its Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

2.2 Board of Trustees and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with its Articles and Bylaws as the same may be amended from time to time. The Association by and through the Board shall (a) govern and manage all Property conveyed by the Declarant and any other Association Property and (b) enforce the provisions of this Declaration. The initial Board shall be composed of three (3) members. The Board also may appoint various committees. The Board may employ or otherwise contract with a manager who shall, subject to the direction of the Board, be responsible for the operation of the Association. The Declarant shall have the right to appoint and remove members of the Board until the sale of all Lots within the

Association. By instrument signed by Declarant and duly recorded in the real estate records of Davis County, Utah, Declarant may elect to relinquish this right to appoint and remove members of the Board sooner than provided above.

2.3 Association Rules. The Association may from time to time adopt, amend and repeal rules and regulations to be known as the "Homeowners Association Rules" by a majority of the Board. The purpose of the Association Rules shall be to implement, supplement or otherwise carry out the purposes and intentions of this Declaration. The Homeowners Association Rules shall not be inconsistent with this Declaration.

2.4 Limited Liability. Neither the Association, nor any of their past, present or future officers or directors, employees, agents or committee members, nor the Declarant shall be liable to any Owner or to any other person for any damage, act, omission to act, simple negligence or other matter of any kind or nature, except for gross negligence. Without limit to the foregoing, neither the Association, the Board or the Declarant shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed engineers, architects or surveyors shall conclusively be deemed to be in good faith without malice.

2.5 Membership. This Association shall be a membership association without certificates or share of stock. The Members of the Association shall be (i) those persons or entities, including Declarant, who are the Owners, from time to time, of Lots as shown on the Final Subdivision Plat, and (ii) Declarant, as to a special membership, after it shall cease to be the owner of any Lots. Other than Declarant, membership in the Association shall automatically terminate when an Owner of one of the Lots ceases to be an owner of such Lot.

2.6 Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A members shall be all Owners, but excluding the Declarant until the Class B membership ceases. Class A members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held.

Class B. Declarant shall be the sole Class B Member. The Class B Member shall be entitled to the following vote: (i) four (4) votes for each Lot which it owns; and (ii) four (4) votes for each acre of undeveloped land in which it holds an equitable or legal ownership interest. The Class B membership shall automatically cease and be converted to Class A membership at such time as Declarant, or its successors or assigns, ceases to be the Owner of any Lots and undeveloped acres of land and may be relinquished at any time thereafter upon written notice to the Association.

2.7 Binding Effect. Each Owner, his lessees, their families and guests, the heirs, successors or assigns of an Owner, or any Mortgagee, and any other persons using or occupying a Lot, shall be bound by and shall strictly comply with the provisions of this Declaration, the Bylaws, the Articles, any deed restrictions and covenants and all rules, regulations and

agreements lawfully made by the Association.

2.8 Enforcement. The Association and Declarant shall each have the right and power to bring suit in their respective names for legal or equitable relief for any lack of compliance with any provisions of this Declaration or rules promulgated by the Board. In addition, the Association shall have the right to impose on any Owner monetary fines and obtain all appropriate injunctive relief for any lack of compliance with provisions of this Declaration or rules promulgated by the Board and where such fines are not paid within the time provided, such fines may be collected as an Assessment lien. The failure of the Association or Declarant to insist upon the strict performance of any such provisions or to exercise any right or option available to it, or to serve any notice or to institute any action, shall not be a waiver or a relinquishment for the future of any such provision or the enforcement thereof. Any Owner aggrieved by a lack of compliance by another Owner may also bring suit for legal and equitable remedies. If any court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable attorneys' fees, in connection therewith.

2.9 Power of the Association. Each Owner agrees that the Association has all the powers granted to it by this Declaration and by the Utah Nonprofit Corporation and Co-operative Association Act and any amendments thereto or replacements thereof. Such powers shall include, without the limitation, all of the following:

- (a) Levying Assessments against Owners;
- (b) Imposing a lien on Lots for any unpaid or uncollected Assessments or penalties, and foreclosing any such liens;
- (c) Enforcing any deed restrictions and covenants;
- (d) Acquiring, holding, owning, leasing, mortgaging and disposing of property;
- (e) Adopting rules and regulations;
- (f) Defending, prosecuting or intervening in litigation on behalf of all Members;
- (g) Borrowing money for Association purposes and the right to pledge future income in order to secure such borrowings. The right to "pledge future income" shall include the right to impose a Special Assessment for repayment of such borrowings and to assign such Special Assessment (and all lien and collection rights appurtenant thereto) to the lender as security for repayment thereof, provided, however, the right to impose a Special Assessment hereunder shall at all times be subject to the limitations of this Declaration;
- (h) Exercising any other right, power or privilege given to it expressly by this Declaration, the Articles and Bylaws, or by law or by the operative documents of rules and regulations adopted by the Association, and every other right, power or privilege reasonably given to it herein or reasonably necessary to effectuate any such right, power or privilege;
- (i) Promulgating reasonable rules and regulations regarding guests which balance the rights of Owners to the full use and benefit of their property against the objective of preserving the Association as an exclusive private community with reasonable restricted access. To this end, the Association may, when necessary to prevent

interference with other Owners' use and enjoyment of their property, adopt reasonable rules and regulations which:

- a. Control the use by guests of Common Area(s); and/or
- b. Limit the number of guests and the duration of their stay over extended periods of time; provided, however, that no limits on the number of guests or the duration of their stay shall be enacted or revoked unless approved by seventy-five (75%) percent of the Members of the Association, present in person or by written proxy when a quorum has been established at any regular or special meeting of the Members of the Association.

2.10 Report of Maintenance. An Owner shall immediately report to the Association, in writing, the need for any maintenance, repair or replacement of any improvement within the Association which is the responsibility of the Association to provide. In the event of any disagreement as to the need for, or the responsibility of, the Association to provide said maintenance, repair or replacement, the good faith decision of the Board shall be final.

ARTICLE III SUBMISSION OF THE PROJECT

3.1 Submission. The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the real property situated in Davis County, State of Utah, described in Exhibit "A" attached hereto and by this reference made a part hereof.

3.2 Division into Lots and Common Area(s). The Property is hereby initially divided into 15 lots, each consisting of a fee simple interest in a portion of the Property as set forth in the Plats. All portions of the Property not designated as Lots shall constitute the Common Area which shall be owned by the Association for the benefit of all Owners in accordance with the provisions of this Declaration.

3.3 Form of Conveyancing; Leases. Any deed, lease, mortgage, deed of trust or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____ of the Woods at Windsor Lane, PHASE _____, according to the Plat thereof recorded in Book _____, Page _____, of the Official Records of Davis County, which Lot is contained within the Property identified in the "Declaration of Covenants, Conditions, and Restrictions for the WOODS AT WINDSOR LANE, PHASE _____" recorded in Book _____ at Page _____, TOGETHER WITH a right and easement of use and enjoyment in and to the Common Area(s) described, and as provided for, in said Declaration of Covenants, Conditions and Restrictions, and SUBJECT TO the covenants, conditions, restrictions, easements, charges and liens provided for in said Declaration of Covenants, Conditions and Restrictions.

ARTICLE IV

DUTIES AND POWERS OF THE ASSOCIATION

4.1 Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles, Bylaws or this Declaration, the Association shall have the obligations and duties to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

(a) In addition to a fee simple interest in a Lot, each Owner shall be a member in the Association. Such membership is hereby declared to be appurtenant to the Lot.

(b) Percentages of ownership, voting rights and the allocation of Common Expenses shall be equal and uniform among all Lots.

(c) Title to a Lot may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah.

(d) The Common Area(s) may not be separated or partitioned.

(e) No Lot may be separated or partitioned from its corresponding membership interest in the Association.

(f) Each Lot shall always be conveyed, devised, encumbered and otherwise affected with its appurtenant membership in the Association, the Lot and membership interest in the Association may never be separated from one another.

(g) The Association shall be responsible for yard maintenance on each Lot, including mowing, trimming, weeding, and edging. Each Owner is responsible for the maintenance and repair of any systems including sprinkler systems that are installed on a Lot.

(h) Common Area(s) shall be owned by the Association and shall be used in common by all the Owners in the Project, and no Owner may bring any action for partition thereof.

(i) Subject to the limitations contained in this Declaration, any Owner shall have the non-exclusive right to use and enjoy the Common Area(s).

(j) If any part of the Common Area(s) encroaches or shall hereafter encroach upon a Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Lot encroaches or shall hereafter encroach upon the Common Area(s), or upon an adjoining Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Area(s) or a Lot. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building on the Property, by error in the Final Subdivision Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Property or any part thereof.

(k) Each Owner hereby appoints the Board of Trustees as his agent, to have access to all Common Area(s) from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area(s), making emergency repairs

therein necessary to prevent damage to the Common Area(s) or to another Lot. The Board of Trustees shall also have such right independent of any agency relationship. Damage to a Lot resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area(s) or as a result of emergency repairs at the insistence of the Board of Trustees or an Owner shall be a Common Expense; provided however, that if such damage is the result of negligence of the Owner of a Lot, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the Property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Board of Trustees by Assessment as provided herein.

(k) Each Owner shall have a right of ingress and egress over, upon and across the Common Area(s) necessary for access to his Lot. Each Owner shall have a right to the horizontal and lateral support of his Lot, and such rights shall be pertinent to and pass with the title to each Lot.

(l) The Board of Trustees shall have a non-exclusive easement to make such use of the Common Area(s) as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain storage and maintenance facilities in Common Area(s) for use by the Board of Trustees.

(m) Easements are reserved throughout the Property as may be required for utility and other services, including but not limited to performance of the Association's obligation to maintain and repair the roads, and to maintain the yards of the Lots.

(n) All conveyances of a Lot hereafter made, shall be construed to grant and reserve such reciprocal easements as shall give effect to this Declaration, even though no specific reference to such easements appears in any such conveyance.

ARTICLE V ASSESSMENTS

5.1 Covenant for Assessment. Each Owner of any Lot by the acceptance of a deed therefore, whether or not it be so expressed in the deed, hereby covenant and agree with each other and with the Association to pay to the Association all Assessments, including by illustration but not limitation all Special, Individual or Default Assessments, and other fees, charges, levies and fines as provided in the Declaration. The Declarant shall not be obligated to pay Assessments on any Lot in their possession.

(a) The Association shall charge half of the Assessment on any closed Lot up until the time that a certificate of occupancy is issued. Upon the issuance of a certificate of occupancy the Owner shall be responsible for the entirety of the Assessment.

5.2 Annual Assessment. The total annual Assessments against all Lots shall be based upon advance estimates of cash requirements by the Board of Trustees to provide for the payment of each Owner's share of the common expenses and all estimated expenses growing out of or connected with the maintenance and operation of the Common Area(s), among other

things, expenses of management; grounds maintenance; taxes and special assessments levied by governmental authorities until the Lots are separately assessed as provided herein; premiums for all insurance which the Association is required or permitted to maintain; water charges; road maintenance; sewer service charges; repairs and maintenance; wages for Board of Trustees employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, and any other expenses and liabilities which may be incurred by the Board of Trustees for the benefit of the Owners under or by reason of this Declaration.

5.3 Apportionment of Assessments. Expenses attributable to the Common Area(s) as a whole shall be apportioned among all Lots, except as otherwise provided, equally and uniformly.

5.4 Annual Assessment. Annual Assessments shall be made on a calendar year basis. The Board of Trustees shall give written notice of each Annual Assessment not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year. The first annual Assessment shall be for the balance of the calendar year remaining after the date fixed by the Board of Trustees. Each Annual Assessment shall be due and payable in monthly installments on the first day of each and every month and no separate notices of such monthly installment shall be required.

5.5 Special Assessment. In addition to Annual Assessments, the Board of Trustees may levy in any year a Special Assessment, payable over such a period as the Board of Trustees may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Property or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This paragraph shall not be construed as an independent source of authority for the Board of Trustees to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs of this Declaration. Any amounts assessed pursuant hereto shall be assessed to the Owners in proportion to their respective membership interest in the Association. Notice in writing of the amount of such Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Owners. Payment shall be due on the dates and in the manner provided in the notice.

5.6 Lien. All sums assessed to any Lot pursuant to this section, together with interest thereon as provided herein shall be secured by a lien on such Lot in favor of the Association. Such lien shall have such priorities as established by law.

(a) To establish a lien for any unpaid Assessment, the Board of Trustees or their designee/agent shall prepare a written notice of lien as set forth by statute. No notice of lien shall be recorded until there is a delinquency in the payment of an Assessment or other monetary obligation. Such lien may be enforced by judicial or non-judicial foreclosure by the Board of Trustees as provided by law. The lien shall also secure, and the Owner shall also be required to pay to the Board of Trustees any Assessments against the Lot which shall become due during the period of foreclosure sale or other legal sale. The Board of Trustees may bid on

the Lot at foreclosure or other sale and may acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

(b) A release of lien shall be executed by the Board of Trustees and recorded in the office of the County Recorder of Davis County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

5.7 Personal Obligation. The amount of any Assessment against any Lot shall be the personal obligation of the Owner thereof. Suit to recover a judgment of such personal obligation shall be maintainable by the Board of Trustees without foreclosing or waiving the lien securing the same. No Owner may void or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Lot or any amenities. Any Owner who becomes delinquent on any Assessment shall be responsible for any costs associated with collecting the unpaid Assessment, including court costs, reasonable attorney fees, late charges and interest.

5.8 Written Statement. Upon payment of a reasonable fee not to exceed twenty-five dollars (\$25) or other amount provided in the Act, whichever is higher, and upon written request of any Owner, or any Mortgagee, prospective Mortgagee or prospective purchaser of an Lot, the Board of Trustees shall issue a written statement setting forth the amount of unpaid Assessments, if any, with respect to such Lot; the amount of the current annual Assessment and the portion thereof which has theretofore been paid; and credit for advanced payments or prepaid items. Such statement shall be conclusive upon the Board of Trustees in favor of persons who rely thereon in good faith.

5.9 Joint and Several Liability. Subject to the provisions of paragraph 5.8, a purchaser of a Lot shall be jointly and severally liable with the seller for all unpaid Assessments against the Lot up to the time of the conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments.

5.10 Utility Termination. The Board of Trustees may elect to (i) terminate utilities and the right to use Common Areas and Facilities for non-payment of Assessments and/or (ii) collect rents directly from a renter if the Lot Owner who is renting the Lot fails to pay any Assessment for a period of more than sixty (60) days after it is due and payable.

5.11 Mortgagee Liability. Anything to the contrary notwithstanding, any Mortgagee who obtains title to a Lot pursuant to the remedies in the mortgage or trust deed or through foreclosure will be liable for up to six (6) months of the unpaid regularly budgeted Assessments, dues or charges accrued before acquisition of the title to the property by the mortgage, and for any reasonable attorney's fees and costs related to the collection of the unpaid Assessments. All other grantees who obtain title to a Lot in a voluntary conveyance or pursuant to the remedies in a mortgage or trust deed or through foreclosure shall be jointly and severally liable with the trustor or mortgagor for all unpaid Assessments, late fees, default interest and collection costs, including a reasonable attorney's fee, against the Lot for its share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the trustor or mortgagor the amounts paid by the grantee.

5.12 Interest. Any Assessment, fine, charge or other monetary obligation shall bear interest at a rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

5.13 Late fee. A late fee in a sum to be determined by the Board of Trustees may be charged on any payment not paid within ten (10) days after its due date.

5.14 Reinvestment Fee. Concurrently with the consummation of the sale or other transfer of any Lot, or within fourteen (14) days after the date of such transfer, the transferee shall notify the Association in writing of such transfer and shall accompany such written notice with any nonrefundable Reinvestment Fee. The Reinvestment fee is $\frac{1}{4}$ of 1% (one-quarter of one percent) of the purchase price of the Lot. The written notice shall set forth the name of the transferee and the transferor, the street address of the Lot purchased or acquired by the transferee, the transferee's mailing address, the date of the sale or transfer and the name and address of the transferee's lender, if any. Prior to the receipt of such written notice, all notices, required or permitted to be given by the Association to the Owner shall be deemed to be duly made or given to the transferee if duly and timely made and given to the transferee's predecessor in interest. The Reinvestment Fee shall be the personal obligation of the new Owner and shall be secured by the lien in Section 5.6. Notwithstanding the other provisions of this DECLARATION, this Section 5.14 shall not apply to a lender who becomes an Owner by a foreclosure proceeding.

ARTICLE VI INSURANCE

6.1 Insurance. The Board of Trustees will obtain insurance against loss or damage by fire and other hazards for: (a) all Common Area(s). The insurance coverage shall be written on the property in the name of the Association or the Board of Trustees, as trustee for each of the Owners in the percentages established in this Declaration. The insurance premiums shall be a common expense. This Section is without prejudice to the right of each Owner to insure his own Lot for his benefit. The Board of Trustees or Association shall satisfy at least the following minimum requirements:

(a) Liability Insurance. A public liability policy covering the Common Area(s), the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000) Dollar single person limit as respects bodily injury and property damage, a Two Million (\$2,000,000) Dollar limit per occurrence, if reasonably available, and a One Million (\$ 1,000,000) Dollar minimum property damage limit. If possible, the policy should be written on the comprehensive form and shall include non-owned and hired automobile liability protection.

(b) Directors and Officers Insurance. A director's and officer's liability or errors and omissions policy, if reasonably available, with at least One Million (\$1,000,000) Dollars in coverage.

(c) Fidelity Bond. A separate fidelity bond in a reasonable amount to be determined by the Board of Trustees to cover all non-compensated officers as well as all employees for theft of Association funds, subject to the following:

- a. Agents. Where the Committee or the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds are required for the management agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Board of Trustees or the Association.
- b. Amount of Coverage. The total amount of fidelity bond coverage required shall be based upon the Board of Trustees's best business judgment, but shall not be less than the estimated maximum amount of funds, including reserve funds, in the custody of the Board of Trustees, the Association, or the Manager *as the case may be*, at any given time during the term of each bond. Nevertheless, in no event may the amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Lots, plus reserve funds.
- c. Quality of Coverage. The bonds required shall meet the following additional requirements: (a) they shall name the Board of Trustees, and the Association, as obligee; (b) if the insurance contract or bond excludes coverage for damages caused by persons serving without compensation, and may use that exclusion as a defense or reason not to pay a claim, the insurance company shall, if possible, be required to waive that exclusion or defense; (c) the premiums on all bonds required herein for the Board of Trustees and the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Board of Trustees or the Association *as part of the common expenses*; and (d) the bonds shall provide that they may not be canceled or substantially modified, including cancellation for nonpayment of premium, without at least ten days' prior written notice to the Board of Trustees and the Association, to any Insurance Trustee, and to each service of loans on behalf of any Mortgagee.

(d) Earthquake Insurance shall not be required unless requested by at least Sixty Seven percent (67%) of the Members of the Association.

(e) Miscellaneous Items. The following provisions shall apply to all insurance coverage:

- a. Quality of Carrier. A carrier must have a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's Insurance Reports, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's Insurance reports -- International Edition, an "A" or better rating in Demotech's Hazard Insurance Financial Stability Ratings, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's International Confidential Rating Service -- if the carrier is issuing a master policy or an insurance policy for the common elements in the Project.
- b. The Insured. The name of the insured under each policy required to be maintained hereby shall be set forth therein substantially as follows: "The Woods at Windsor Lane Home Owners Association, Inc. for the use and benefit of the individual Owners."
- c. Designated Representative. The Association may designate an authorized representative, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Owners.
- d. Beneficiary. In any policy covering the entire Project, each owner and his Mortgagee, if any, shall be beneficiaries of the policy in an amount equal to the Owner's percentage of undivided Ownership interest in the Common Area(s).
- e. Certificate of Insurance. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.
- f. Mortgage Provisions. Each policy shall contain a standard mortgage clause or its equivalent and shall provide that the policy may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association and to each Mortgagee.
- g. Miscellaneous Provisions. Each insurance policy shall contain at least the following additional miscellaneous items: (a) A waiver of the right of a subrogation against Owners individually; and (b) A provision that

the insurance is not prejudiced by any act or neglect of any individual Owner.

- h. Prompt Repair. Each Owner further covenants and agrees that in the event of any partial loss, damage or destruction of his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction.

- i. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed to repair promptly and reasonably the damages. Any proceeds remaining thereafter shall be placed in a capital improvement reserve account and retained by and for the benefit of the Association. This is a covenant for the benefit of the Association and any Mortgagee of a Lot, and may be enforced by them.

- j. Special Endorsements. Each policy shall also contain or provide those endorsements commonly purchased by other associations in similarly situated first class subdivisions in the county, including but not limited to a guaranteed replacement cost endorsement under which the insurer agrees to replace the insurable property regardless of the cost or a Replacement Cost Endorsement under which the insurer agrees to pay up to 100% of the property's insurable replacement cost, but no more, and, if the policy includes a coinsurance clause, an Agreed Amount Endorsement which waives the requirement for coinsurance; an Inflation Guard Endorsement when it can be obtained, a Building Ordinance or Law Endorsement, if the enforcement of any building, zoning or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, and increased costs of reconstruction.

- k. Restrictions on Policies. No insurance policy shall be maintained where:
 - i. Individual Assessments Prohibited. Under the term of the carrier's charter, Bylaws or policy, contributions may be required from or assessments may be made against, an Owner, a borrower, a Mortgagee or the Board of Trustees.

 - ii. Payments Contingent. By the terms of the Declaration, Bylaws or policy, payments are contingent upon action by the carrier's board of directors, policyholder, or member, or

iii. Mortgagee Limitation Provisions. The policy includes any limited clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Board of Trustees, the Association, an Owner or the borrowers) from collecting insurance proceeds.

l. Intent. The foregoing provisions shall not be construed to limit the power or authority of the Association, Board of Trustees or Owners to obtain and maintain insurance coverage, in amounts and in such forms as the Board of Trustees or the Association may deem appropriate from time to time.

m. Deductible. The deductible on a claim made against the Association's Property Insurance Policy shall be paid for by the party who would be liable for the loss, damage, claim or repair in the absence of insurance, and in the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party's responsibility bears to the total. If a loss is caused by an act of God or nature or by an element, risk or peril beyond the control of the Lot Owner, then the Association shall be responsible for the deductible.

6.2 Review of Insurance. The Board of Trustees shall periodically, and whenever requested by twenty percent (20%) or more of the Owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Lot and to Eligible Mortgage Holders who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board of Trustees shall be available for inspection by any Owner.

6.3 Adjusting Claims. The Board of Trustees has the authority to adjust claims as provided by law.

6.4 Lots Not Insured by Association. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Lot and acts or events thereon.

ARTICLE VII
LANDUSE RESTRICTIONS

7.1 Residential Use. Each Lot is intended and restricted to be used for residential use. No Lot shall be used except for residential purposes for a Single Family, as defined herein. Each Owner shall have and enjoy the privileges of fee simple ownership of his Lot. There shall be no requirements concerning who may own a Lot, it being intended that they may and shall be owned as any other property rights by any person. Unless otherwise expressly and specifically noted, the Project shall be used only for residential purposes and the Common Area(s) shall only be used in a manner consistent with the residential nature of the Project.

7.2 No Obstructions. There shall be no obstruction of Common Areas by Owners or permittees without the prior written consent of the Board of Trustees. The Board of Trustees may, by Rules, prohibit or limit the use of the Common Area(s) as may be reasonably necessary for protecting the interests of all Owners or protecting the Lots or the Common Area(s). Nothing shall be kept or stored on any part of the Common Area(s) without the prior written consent of the Board of Trustees, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Area(s) except upon the prior written consent of the Board of Trustees.

7.3 Prohibited Activity. Nothing shall be done or kept in any Lot or in the Common Area(s) which would result in the cancellation of the insurance on the Property or increase the rate of the insurance on the Property, over what the Board of Trustees, but for such activity, would pay, without the prior written consent of the Board of Trustees. Nothing shall be done or kept in any Lot or in the Common Area(s) or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area(s) shall be committed by any Owner or any permittee of any Owner, and each Owner shall indemnify and hold the Board of Trustees and the other Owners harmless against all loss resulting from any such damage or waste caused by that Owner or a permittee.

7.4 Cleanliness. Each Owner shall keep the exterior of his Lot and the adjacent Common Area(s) in a clean, sanitary and attractive condition, and good state of repair. All rubbish, debris, unsightly materials or objects of any kind shall be regularly removed from sight and shall not be allowed to accumulate therein or thereon. All garbage receptacles shall remain out of sight.

7.5 External Items. No external items such as, but not limited to, television and radio antennas, satellite dishes, flag poles, clotheslines, wiring, insulation, air conditioning equipment, water softening equipment, fences, awnings, ornamental screens, exterior doors, screen doors, porch or patio or balcony enclosures, sunshades, lighting fixtures, walls, windows, skylights, landscaping and planting, other than those provided in connection with the original construction for the Property, and any replacements thereof, and other than those approved by the Board of Trustees, and any replacements thereof, shall be constructed, erected or maintained on the Property without the prior written approval of the Board of Trustees. Owners may plant additional shrubs, flowers, trees, and plantings with the approval of the Board of Trustees. The Board of Trustees may adopt Rules regulating the location, type, color and design of these external fixtures.

7.6 Rules. No Owner or permittee shall violate the Rules as adopted from

time to time by the Board of Trustees.

7.7 Treatment of Owners. Similarly situated Owners and residents shall be treated similarly.

7.8 Signage. The rights of Owners and residents to display religious and holiday signs, symbols, and decorations on their Lots of the kinds normally displayed in residences located in single family residential neighborhoods shall not be abridged, except that the Association may adopt time, place and manner restrictions regulating displays which are visible from outside the Lot. Signs, symbols and decorations generally, such as wind chimes, wreaths, dream catchers, pinwheels and so forth, may be controlled by Rule and may not be installed or placed so as to be visible to or heard by other residents without the express prior written consent of the Board of Trustees.

7.9 Single Family. No Rule shall interfere with the freedom of occupants of Lots to determine the composition of their households, except that the Declaration limits residency in a Lot to a Single Family, as defined herein, and the Association shall generally limit the total number of occupants permitted in each Lot to not more than two per bedroom or as otherwise required by the County firecode and considering the size and facilities of the Lot and its fair share use of the Common Area(s).

7.10 Health and Safety Concerns. No Rule shall interfere with the activities carried on within the confines of Lots, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible from outside the Lot or that create unreasonable sounds of annoyance.

7.11 Business Operation. No resident may operate a commercial trade or business in or from his Lot with employees of any kind. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Lot. No commercial trade or business may be conducted in or from a Lot unless (a) the business activity conforms to all home occupation and zoning requirements governing the Property; (b) the operator has a city issued business license; (c) the business activity satisfies any home occupation Rules adopted by the Board of Trustees, as they may be modified from time to time; and (d) the resident has obtained the prior written consent of the Board of Trustees. Notwithstanding the foregoing, the leasing of a Lot shall not be considered a trade or business within the meaning of this subsection.

7.12 Motor Vehicles. All motor vehicles, trailers, watercraft, bikes and other transportation devices of any kind as determined by the Board of Trustees shall be subject to and governed by the Rules adopted by the Board of Trustees. Such transportation devices shall be parked in garages, and may not be parked on any roads within the Association for longer than any twenty-four (24) hour period.

7.13 Satellite Dishes. Satellite dishes, aerials, antenna, or systems may only be installed in accordance with FCC regulations taking into consideration the written Rules or

guidelines established for or by the Board of Trustees. The Board of Trustees may bar, in its sole discretion, satellite dishes, aerials, antenna, or systems, including HAM radio antenna, not expressly authorized by FCC regulations.

7.14 Pets. No pets, animals, livestock or poultry of any kind may be commercially bred at the Property. Up to two (2) domestic pets (under 20 pounds) as that term is defined by county ordinance per Lot are allowed. All pets must be properly licensed and registered. Pets may not create a nuisance. The following acts shall be considered a nuisance: (1) causing damage to the property of anyone other than the pet owner; (2) causing unreasonable fouling of the air by odors; (3) causing unsanitary conditions; (4) running loose throughout the Property and not in a cage or on a leash and under the control of a responsible person; (5) barking, howling, whining or making other disturbing noises in an excessive, continuous or untimely fashion; (6) molesting or harassing passersby by lunging at them or chasing passing vehicles; (7) attacking or threatening to attack people or other domestic animals; (8) otherwise acting so as to bother, annoy or disturb the sensibilities of a reasonable person or interfering with the right of residents to the peaceful and quiet enjoyment of their property; (9) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents; or (10) failing to cleanup animal waste on a daily basis. The Board of Trustees may require pet registration and may charge a registration fee and/or pet security deposit.

7.15 Municipal Compliance. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Property land use and buildings.

7.16 Parking. The driving, parking, standing and storing of motor vehicles and trailers in, on or about the Project shall be subject to the following:

- (a) The parking Rules adopted by the Board of Trustees from time to time;
- (b) The parking areas are not designed for Recreational, Commercial or Oversized motor vehicles and the Board of Trustees has the right to make Rules restricting or prohibiting their use. Unless otherwise determined by the Board of Trustees, all Recreational, Commercial and Oversized Vehicles shall be parked outside the Property, except for purposes of loading and unloading.
- (c) No motor vehicle or trailer may be parked or stationed in such a manner so as to create a potentially dangerous situation.
- (d) No street parking that will interfere with snow removal is allowed.
- (e) No motor vehicle or trailer may be parked or stationed in such a manner so as to create an obstacle or hazard or so as to block, obstruct or impair access to a garage, walkway, driveway, building or Lot.
- (f) No motor vehicle or trailer may be parked or stationed in an unauthorized area.

(g) Residents may not park their motor vehicles in red zones, fire lanes or in violation of this Declaration or the Rules.

(h) The parking of a motor vehicle or trailer that is in the Board's discretion, inoperable, unregistered, unsightly or damaged (eg. apparently requiring repairs of \$1,000 or more) in a driveway or so as to be visible from the street or another Lot is prohibited.

(i) No Owners or residents shall repair or restore any vehicle of any kind in, on or about any Lot or the Common Area(s), except for emergency repairs, and then only for a seventy-two (72) hour period to enable movement thereof to a proper repair facility.

(j) Anything to the contrary notwithstanding, access to the Property by emergency vehicles must be maintained at all times.

(k) Without further or additional notice, the Association may immobilize, tow and/or impound motor vehicles and trailers parked, stationed or stored in violation of the Declaration, and at the owner's sole risk and expense.

7.17 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other Owners to the quiet and peaceful enjoyment of their Lot. No Owner shall engage in activity within the Project in violation of the Declaration, Articles, or Bylaws, or any laws, ordinances, or statutes of any local, county, state, or federal body. Any such violations shall be deemed a nuisance under this Section.

7.18 Fences. All fences to be erected by Owners shall be approved by the Board of Trustees shall be in harmony with the nature, setting and surroundings of the Association, specifically fencing shall be in conformity in size, color and design with the ornamental iron fence installed by the Declarant. All fencing shall be installed behind the front plane of the home. Notwithstanding the preceding, the Declarant or the Association may maintain or construct permanent or temporary fences as part of Association operations on any Common Area(s).

ARTICLE VIII EASEMENTS AND RIGHTS RESERVED

8.1 Existing Easements. The lands within the Association are subject to all easements of record which affect said lands at the time of the recording of this Declaration, whether or not said easements are described or otherwise reflected in this Declaration or on the Final Subdivision Plat.

8.2 Development of the Association. Declarant reserves the right for itself (and to the extent necessary, such right is hereby extended to the Association and its agents, employees and contractors), to enter upon any Common Area(s), easements or Lot, and to do whatever

Declarant deems necessary or advisable in connection with construction or other work to be performed by Declarant for the development of the Association improvements, including, but without limitation, the construction and installation or drainage, irrigation, a retention basin, the installation of all utilities, the construction of all roads, grading and landscaping, the construction of all buildings and other improvements to be constructed by Declarant, including amenities, the erection or placement of such temporary structures as may be reasonably necessary to facilitate such development, and the placement of such signor signs as Declarant may deem advisable in connection with the construction of the subdivision improvements and with the sale of the Lots. The foregoing rights shall remain in Declarant.

8.3 Utility Easements. Declarant and the Association hereby reserve the right: (a) to grant non-exclusive easements at any time for utilities, ditches, irrigation, and drainage purposes, including, without limitation, for the installation, relocation, operation, maintenance, repair and replacement of water and sewer mains, utility lines, pumps, pipes, transformers, towers, tanks, wires, conduits, culverts, ditches, ponds and other necessary facilities or systems and for ingress and egress to and from the same over and across any portions of the Association; and (b) without extinguishing the aforementioned general easement, from time to time to substitute one or more specific easements for the use of utility companies or others by the recording of an instrument in the real estate records of Davis County, Utah. Unless the written consent of Declarant or the Association is first obtained, utility companies shall have no right to use easements over Association lands to serve properties adjacent to Association lands. If Declarant shall grant any easements to utility companies to serve properties adjacent to the Association, Declarant shall be entitled to receive any consideration paid by such adjacent property owner or the utility company for such easement. When necessary, Declarant shall have the right, without obtaining the consent of any Owner, Mortgagee or the Association to amend the Final Subdivision Plat as applicable to reflect any relocations of existing easements shown thereon or the granting or new easements for any of the purposes permitted hereunder.

8.4 Emergency and Service Access Easement. A non-exclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, trash collection, mail service and other similar emergency and service agencies or persons, now or hereafter servicing the Association, and its residents and to Declarant, the Association or any of their employees, to enter upon all Common Area(s), easements, and any Lots or other property in the Association in the lawful performance of their duties. Private security contracts or other security arrangements made by Owners must first be approved by the Association.

8.5 Road Easements. By separate grant of easement, Declarant shall grant to the Association permanent, perpetual and non-exclusive road easements for the purpose of providing access to all Lots within all phases of the Association and all road easements created thereby shall be for the use, benefit and enjoyment of all Owners, their family members, guests and invitees and for the use of the Association, its officers, employees, agents and contractors. Said easements shall be located under, over, along and across those areas designated on the Final Subdivision Plat and shall include all embankment slopes created by the construction of the improvements within the road easements, all drainage structures, utilities, walls and other structures appurtenant to the roads, whether located inside or outside the road easements. The Declarant shall construct and the Association shall permanently operate, maintain, repair and

replace the road improvements within the road easements, and may in the future construct, install, operate, maintain, repair or replace other road improvements within the road easements for any purpose consistent with this Declaration. Road improvements which may be constructed by Declarant and/or the Association within the road easements and the Common Area(s) adjacent thereto, may include, but shall not be limited to, security and entry gates, fences, signage, speed bumps or dips, drainage structures and the like. There is further reserved to Declarant the right to increase the width of any road easement shown on the Final Subdivision Plat provided such widening does not encroach into any Lot. In the event Declarant shall determine to increase the width of any road, Declarant shall have the right, but not the obligation, to amend the Final Subdivision Plat for that purpose without requirement to obtain the consent of any Owner, Mortgagee or the Association.

8.6 Ownership of Easements. Any easements or rights reserved by Declaration in Article VIII above shall remain vested in Declarant until such time as Declarant has executed and delivered an instrument in writing transferring the same to the Association, or any successor or assign of Declarant. Where the instrument recites it is a complete transfer or a particular easement or right, Declarant shall be relieved from all continuing responsibilities therefore. With respect to any easements created within the Association by this Declaration and with respect to any easements hereafter granted by Declarant or the Association that benefit the Owner of any Lot such as roads, utilities and drainage, no such easements may be vacated, extinguished, impaired or limited (other than temporary limitations for maintenance, repair or replacement), except upon the written consent of the Owner of such Lot and any Eligible Mortgage Holder thereon, and notwithstanding any other provisions of this Declaration, no amendment to this Declaration may repeal or change this requirement except upon the written consent of all Owners and all Eligible Mortgage Holders.

8.7 Performance Standards, Indemnification. Notwithstanding the provisions of this Declaration, all activities undertaken by Declarant, the Association or their assigns within or in connection with the easements and reservations described in this Article VIII shall be performed in a good and workmanlike manner and as expeditiously as possible, and shall at all times be in complete compliance with all applicable construction, health, safety and other laws, regulations and codes. Natural vegetation shall be disturbed as little as possible, and any disturbed areas shall be re-graded and revegetated to the extent reasonably necessary to restore the same to an aesthetic and stabilized condition. All such activities shall be performed at the sole cost and expense of the Declarant, the Association or their assigns, and all areas subject to said easements shall be kept free from mechanics' or materialmen's liens of any kind and to which may rise from the aforementioned activities. Nothing herein shall limit the ability of the Association as provided in this Declaration to assess Owners for costs of activities undertaken in connection with the easements and reservations described in this Article VIII. Declarant, the Association and their respective assigns shall indemnify, defend (including reasonable attorney's fees and costs), save and hold harmless any Owners and such Owner's partners and their respective affiliated companies, employees and agents, from and against any and all losses, liabilities, damages, expenses, claims or demands for personal injury, death, property damage or any other form of loss or damage suffered by any person or persons arising from the exercise by Declarant or the Association, as the case may be, or their respective assigns of any of the easement rights created in this Article VIII, and for claims covered by insurance, to the extent of

such insurance coverage, this indemnification shall apply even if any of such liabilities arise from or are attributable to the concurrent negligence of any Owner. The liability of the Association and Declarant under this indemnification shall be several and separate it being understood that Declarant shall not indemnify Owners for activities of Declarant. Further, neither the Association nor Declarant shall be liable under this indemnification for the exercise of such easements or reservations by third parties such as police, fire protection, utility or other approved uses of the easements.

ARTICLE IX
TERM, AMENDMENT AND TERMINATION

9.1 Term. The term of this Declaration shall be perpetual.

9.2 Amendments. The following provisions shall apply to amendments of this Declaration:

(a) Declarant's Unilateral Amendment Rights. Declarant, acting alone and/or on behalf of the Association, shall have the absolute right to amend at any time prior to the completion of the development of the Property any provisions of this Declaration, and the related grant of easements (as the same may be amended from time to time), which Declarant believes are reasonably necessary to accommodate the development of the Property, provided that such amendments shall not adversely affect the marketability of title to any Lot or materially diminish the value of any Lot. In cases where any amendment does adversely affect marketability of title or materially diminish the value of any Lot such amendment may nevertheless be adopted by Declarant as allowed in the sentence immediately preceding so long as at the time such amendment becomes effective: (i) Declarant shall be the record owner of the Lot so affected and the affected Lot is not the subject of any contract for sale, or (ii) the written consent of the Owner (if other than Declarant) or contract vendee has been obtained.

(b) Amendment by Owners. Following the completion of the development of the Property by the Declarant, or the earlier written relinquishment by the Declarant, or with the written approval of the Declarant, this Declaration may be amended by a vote of two-thirds (2/3) of the Owners of all Lots, provided that such amendment shall not adversely affect marketability of title or materially diminish the value of a Lot. Amendments to this Declaration by the Owners of Lots may only be made at a meeting called for that purpose, and within six (6) months after the date of such meeting there shall be recorded in the real estate records of Davis County, Utah, an instrument evidencing such amendment.

(c) Relinquishment of Declarant Rights to Amend. By instrument signed by Declarant and duly recorded in the real estate records of Davis County, Utah, Declarant at any time may relinquish its right to amend this Declaration or make interpretations thereto as permitted below.

(d) No Consent of Mortgagees. Except as provided below, consent of Mortgagees shall not be required in order to amend this Declaration.

(e) No Amendment Inconsistent with Declarant Rights. Any instrument amending this Declaration shall be duly executed by the Declarant or the President and Secretary of the Association, as the case may be. Notwithstanding the preceding, no amendment shall be permitted that is inconsistent with any of the rights granted, retained or reserved to Declarant hereunder or which attempts to enlarge or expand any obligation of Declarant hereunder unless such amendment is consented to in writing by Declarant. Further, where any amendment is not considered by Declarant, in its reasonable judgment, to be a material change to any provision of this Declaration, such as the correction of a technical, drafting or typographical error; correction of some obvious omission, resolution of any conflict with applicable law or County requirements; or clarification of any ambiguous statement or the like, such amendment may be made at any time by Declarant, without requirement to obtain the consent of any Owner or Eligible Mortgage Holder.

9.3 Rule Against Perpetuities. If any of the terms, covenants, conditions, easements, restrictions, uses, limitations or obligations created by this Declaration shall be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing like or similar time limits, such provision shall continue only for the period of the lives in being at the date of the recording of this Declaration plus twenty-one (21) years.

9.4 Termination. This Declaration may be terminated only if all Owners and Eligible Mortgage Holders agree to such termination by an executed acknowledged instrument duly recorded in the real estate records of Davis County, Utah. This Declaration shall also terminate in the event of the taking of all of the Property by condemnation or eminent domain.

9.5 Disbursement of Proceeds. Upon termination of this Declaration all property owned by the Association shall be sold by the Association either in whole or in parcels as the Board of Trustees may deem appropriate. The funds shall be disbursed without contribution from one Owner to another by the Association for the following purposes and in the following order:

- (a) Payment of all customary expenses of the sale;
- (b) Payment of all applicable taxes and any liens in favor of any governmental authority;
- (c) Payment of the balance of any liens encumbering Association property;
- (d) Payment of any unpaid costs, expenses and fees incurred by the Association; and
- (e) Payment of any balance to the Owners in the same proportion that they pay Association Assessments; provided, however, there shall be deducted from any share due an Owner any delinquent and unpaid Association Assessments.

ARTICLE X
CONDEMNATION

10.1 Condemnation of Association Property. If any Association property is taken or condemned by any authority having the power of eminent domain, all compensation and damages on account of the taking of the Association property, exclusive of compensation for consequential damages to affected Lots, shall be payable to the Association and such proceeds shall be used promptly by the Association to the extent necessary for repair and reconstruction of remaining Association property in as substantially compliant a manner to the original plan of development as possible. If there is an award in excess of the amount necessary to so substantially repair or reconstruct such remaining Association property, the Board of Trustees, in its sole discretion, shall determine if the excess is to be refunded to the Members or retained by the Association for such uses as it deems appropriate.

ARTICLE XI
ENFORCEMENT AND RIGHT TO RECOVER ATTORNEY FEES

11.1 General Remedies. Should the Association, Board of Trustees, manager, or an aggrieved Owner be required to take action to enforce the Declaration, Articles or Bylaws, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all additional charges, including reasonable attorneys' fees, which may arise or accrue.

11.2 Additional Remedies. In addition, the Board of Trustees may impose the following sanctions after proper notice and the opportunity to be heard:

- (a) Imposing individual charges, and fines, which may be secured by a lien against the Owner's interest in the Property;
- (b) suspending an Owner's right to vote;
- (c) suspending any person's right to use any of the amenities located in the Common Area(s); provided, however, nothing herein contained shall authorize the Board of Trustees to limit ingress or egress to or from a Lot;
- (d) without liability to any person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with this Declaration; and
- (e) levying individual charges or fines to cover costs and expenses incurred by the Association to bring an Owner into compliance

ARTICLE XII
GENERAL PROVISIONS

12.1 Rights of Eligible Mortgage Holders. Any Eligible Mortgage Holder shall be entitled to:

- (a) upon request, inspect the books and records of the Association during normal

business hours;

(b) receive written notice of meetings of the Association where the consent of any Eligible Mortgage Holder is required;

(c) upon request, obtain copies of Association financial statements;

(d) receive written notice of condemnation proceedings affecting any Association property;

(e) receive written notice of the lapse of any insurance that the Association is required to maintain under this Declaration; and

(f) where the Owner of any Lot shall be deemed delinquent in the payment of Assessment, any Eligible Mortgage Holder of said Lot shall be given written notice of such delinquency by the Association, provided the Eligible Mortgage Holder shall have been notified by the Association of its lien.

12.2 Provisions Incorporated in Deeds. Each provision contained in this Declaration shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any Lot is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

12.3 Number and Gender. Unless the context shall otherwise provide, a singular number shall include the plural, a plural number shall include the singular and the use of any gender shall include all genders.

12.4 No Dedication. Unless expressly provided, nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Property to the public or for any public use.

12.5 Notices. Any notice permitted or required to be delivered as provided in this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered three (3) days after a copy of the same has been posted in the United States mail, postage prepaid for first class mail and addressed to the receiving party at the address last given by such party to the Association. Any notice to the Association shall be sent to such address as it may from time to time designate in writing to each Owner.

12.6 Utah Law. The interpretation, enforcement or any other matters relative to this Declaration shall be construed and determined in accordance with the laws of the State of Utah.

12.7 Severability. If any provision, paragraph, sentence, clause, phrase or word of this Declaration should under any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

12.8 Indemnification. Each member of the Board of Trustees shall be entitled to be indemnified and held harmless by the Owners against all cost, expenses, and liabilities whatsoever,

including attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of being or having been a member of the Board of Trustees, excluding only acts of gross negligence, intentional misconduct, bad faith or reckless disregard by the trustee.

12.9 Conflict. In the event of any conflict, inconsistency or incongruity between the provisions this Declaration, as supplemented or amended, and the Articles or Bylaws, the provisions of the former shall in all respects govern and control.

IN WITNESS WHEREOF, the undersigned has hereunto sets its hand this 14 day of July 2017.

THE WOODS AT WINDSOR LANE HOMEOWNERS ASSOCIATION, INC., a Utah limited liability company

By: [Signature]

Name: NED GILES

Title: Manager

ACKNOWLEDGMENT

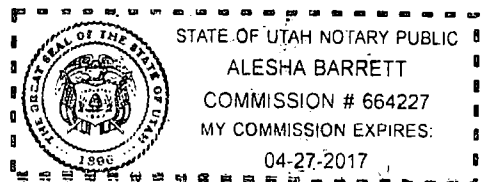
STATE OF UTAH)

SS:

COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 14 day, July 2014 by Ned Giles of The Woods at Windsor Lane Homeowners Association, Inc., a Utah limited liability company.

[Signature]
NOTARY PUBLIC



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OR NOT FILLED IN AT
TIME OF RECORDING
RICHARD T. MAUGHAN
Davis County Recorder

KRR
8/05/2014
L1711B

The Woods At Windsor Lane Phase 1

Beginning at a point on the easterly line of Boynton Road, said point being North 71°00'00" East 156.89 feet from the West Quarter Corner of Section 26, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running;

Thence North 37°17'00" West 233.44 feet along the easterly line of Boynton Road;

Thence North 0°22'00" West 121.20 feet to the south line of Lot 102, Mutton Hollow Acres Subdivision No. 2, Lot 11 Amended;

Thence South 87°24'40" East 111.89 feet along the south line of Lot 102, Mutton Hollow Acres No. 2, Lot 11 Amended to, along and to an angle point in the south line of Lot 10, Mutton Hollow Acres Subdivision No. 2;

Thence North 65°41'38" East 324.87 feet along the south line of Lots 10, 9 and 8 to the Southeast Corner of Lot 8, Mutton Hollow Acres Subdivision No. 2;

Thence South 42°36'50" East 100.30 feet along the south line of Lot 7 to an angle point in the south line of Lot 7, Mutton Hollow Acres Subdivision No. 2;

Thence North 73°15'16" East 504.20 feet along the south line of Lot 7, Mutton Hollow Acres Subdivision No. 2 and beyond;

Thence South 19°00'00" East 248.18 feet;

Thence southeasterly 16.66 feet along the arc of a 166.50 foot radius curve to the right, (center bears South 39°06'35" West and long chord bears South 48°01'27" East 16.65 feet, with a central angle of 5°43'55");

Thence South 45°09'30" East 35.50 feet;

Thence southwesterly 44.04 feet along the arc of a 327.50 foot radius curve to the left, (center bears South 42°16'13" East and long chord bears South 43°52'38" West 44.01 feet, with a central angle of 7°42'17");

Thence North 45°09'30" West 36.24 feet;

Thence Northwesterly 136.50 feet along the arc of a 122.50 foot radius curve to the left, (center bears South 44°50'30" West, chord bears North 77°04'45" West 129.54 feet through a central angle of 63°50'30");

Thence South 71°00'00" West 795.63 feet to the point of beginning.

Contains: 265,492 square feet. 6.095 acres, 15 lots, a Private Roadway (Windsor Way) and 2 Open Space Parcels, (Parcel A and Parcel B.)

Date

Keith R. Russell
License No. 164386

11/12/11 10:00 AM
05/01/11 10:00 AM
11/12/11 10:00 AM
05/01/11 10:00 AM