

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS HIGHLAND MEADOW ESTATES

We the undersigned, owners in fee of the following described real property, to wit: Lots 1 through 18 inclusive, Highland Meadow Estates Subdivision, Highland, Utah County, Utah, do hereby make the following declarations as to limitations, covenants, conditions, restrictions and uses to which the lots may be put, hereby specifying that the said declaration shall constitute covenants to run with all the land as provided by law and shall be binding upon all of the parties and all the persons and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, the declaration of covenants, conditions and restrictions being designated for the purpose of keeping the said subdivision desirable, uniform and suitable in architecture and use as herein specified.

AREA OF APPLICATION

Full-protected residential area. These covenants in their entirety shall apply to all 18 lots listed in the above described property. All building PLANS MUST RECEIVE WRITTEN APPROVAL by Architectural Committee (Committee) before construction may begin and any deviation from these covenants require written Committee approval.

RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. All lots shall be used solely for residential purposes with private garage for not less than two vehicles. Carports may not be built. Ramblers, shall have a minimum of 1,750 finished square feet of main floor area above finished grade not counting the basement; Two Stories shall have a minimum of 1,350 finished square feet of main floor area above finished grade not counting the basement. Square footage of any style is excluding garages, porches, verandas, patios, basements, porches, eaves, overhangs and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. All exterior material shall be new and consist of Brick, Rock, Stucco, or combination approved in writing by the Architectural Control Committee (Siding discouraged except for period type housing only with approval of Committee). Aluminum soffit and fascia is acceptable. Wood exterior siding may be used as exterior accent, not as primary exterior covering, in combination with brick, rock and/or stucco if approved by the Committee. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee. Side garage door entrance is required. Exceptions will be considered upon request of Committee. Committee decision is final. No pre-manufactured homes shall be permitted. No flat roofs shall be permitted in the subdivision. The roof pitch shall be at least 6/12 pitch.

2. Building Height. No Lot in the subdivision shall have a building or structure which exceeds a height of two stories (not counting the basement) or thirty-five (35) feet, whichever is lesser. Height shall be measured from finished grade of the most exposed elevation to top of roof at its highest point. If Highland City Ordinances are more restrictive, then they shall govern.

3. Storage of fuel must comply with all city ordinances.

4. Building Location. No building shall be located on any lot nearer to the front lot line, the rear lot line, the side lot line or nearer to the side street line than the minimum building set back lines as required by Highland City.

5. No building material of any kind shall be placed or stored upon any lot until the owner is ready to commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

6. Easements for installation and maintenance of utilities, drainage facilities and water tank access and lines are reserved as shown on the recorded plat. The easement area of each of the lots shall be maintained by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. Animals and Pets. Dogs, cats or other household pets may be kept on the premises as permissible within current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under handler's control. When not on owner's premises, all dogs must be on a leash. Any animals allowed per city ordinances must be kept in a clean and orderly manner, not creating nuisance for neighbors. No farm animals will be allowed such as horses and cows.

8. Nuisances: Construction Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No storage of any articles which are unsightly will be permitted upon a Lot. No Living Unit or Lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Living Units or Lots. No Owner shall permit an exterior open fire of any kind upon a Lot

for any reason. No oil drilling, mining or quarry operations of any kind shall be permitted upon any Lots. No odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such Lot or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to the occupants of such other Lots. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials will be piled only in such areas as may be approved by the Committee.

9. Signs. No signs, billboards, nor advertising structures may be erected or displayed on any lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 3' x 5' in size advertising specific unit for sale or construction sign, may be displayed on the premises affected. The other exception will be signs that are necessary by the original owner/developer of the subdivision. All sign placement to be in accordance with local city sign ordinances then in effect.

10. Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile, brick or paving blocks. Gravel areas are not permitted.

11. Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be compatible with roof colors and all equipment must be screened from view and prior written approval obtained from the Committee.

12. Antennas. All antennas are restricted to the attic or interior of the Living Unit. Small Satellite dish antennas shall be allowed. No short-wave radio antennas may be constructed or attached without prior written approval of the Committee.

13. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and shall not be kept except in covered sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot shall be kept free of trash, weeds, and other refuse by the lot owner. No unsightly material-or objects are to be stored on any lot in view of the general public.

14. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garages, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

15. Accessory Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee. It is understood that out buildings such as swimming pool and tennis court dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration. All pools must be fenced in strict compliance with local ordinances with the prior written approval of the Committee.

16. Pools, Spas, Fountains, Game-courts. Pools, spas, fountains and game-courts must be approved by the Committee and shall be located to avoid impacting adjacent properties with light or sound. No game-court shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited.

17. Landscaping. Parkway landscape trees as specified by Committee are required. Tree variety and spacing will be determined by Committee before any landscape commences. Trees, lawns, shrubs and other plantings provided by the Owner either before or after construction of a residence upon said Lot shall be properly nurtured and maintained. No fence, wall, or screen shall be erected without prior written approval of the Committee. No fence, wall hedge or screen shall be erected that would obstruct sight lines or otherwise constitute a traffic hazard, particularly near driveways and street intersections. Topsoil is to be scraped and stockpiled before excavation for foundations or footings. The topsoil is to be replaced at the time of finish grading on each Lot. Each dwelling unit shall have installed surrounding it an outdoor sprinkler system for irrigation of landscape. Landscaping may include a combination of lawn, shrubs or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Rock & mineral parkways are not permitted. Species, size and placement of landscape elements shall be determined by the homeowner and approved by the Committee prior to commencement of landscaping.

a. Deadline for Completion of Landscaping. The front yard of each Lot (from the street to the front line of the residence on the Lot) shall be landscaped within one (1) year of the occupancy date of any structure built upon said Lot. The remainder of the Lot shall be landscaped within two (2) years of the occupancy date of any structure built upon said Lot.

18. Fences and Walls. Fencing and walls shall be stucco, wood, brick, masonry, stone, vinyl, or wrought iron. Chain link fencing may only be used to enclose dog runs, sports courts, swimming pools, and tennis courts as allowed by law. Fences and walls are to be color coordinated with the approved dwelling colors. Use of landscaped

materials for hedges and fencing is encouraged. No structure or fences shall be permitted in any area designated by Highland City as non-buildable. Fences, walls or hedges shall not exceed six (6) feet in height. On corner lots, fences shall comply with city ordinances. All fences must have written approval of the committee.

19. **Parking and Storage.** No major mechanic work or repairs are to be conducted in streets or front yards of houses. No inoperative automobile or vehicle shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Sufficient side yard gate access should be planned and provided for in the design of the home, to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed in a front yard set back of a given lot.

20. **Maintenance and Repair.** No improvements on any Lot shall be permitted to fall into disrepair and such improvements shall at all times be kept in clean, safe, attractive, and good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required herein, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

21. **Water Discharge.** It shall be unlawful for any person owning, occupying or having control of any premises to suffer or permit irrigation, or water from the roof or eaves of any house, building or other structure or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, street or adjoining lot. This is intended to require that the owner maintains water on his property.

22. **Construction Time.** There is no time limit for beginning construction; however, having commenced construction upon any building lot, the owners shall continue therewith and have the structure upon the property ready for occupancy as a residence within twelve (12) months from the date construction is commenced unless otherwise approved by the Committee or the developer. During the construction period, each construction site shall be kept clean and all debris, excavation dirt, etc., shall be promptly removed from the Lots and not permitted on public streets or sidewalks. To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process. No construction of home or landscaping may commence without approval of the Architectural Control Committee (Committee) of the working drawings.

WORKING DRAWINGS-To be filed for approval and accepted before construction is begun. Shall include as minimum the following:

1. Plot Plans to scale showing the entire site, building, garages, walks, drives, fences, lights, retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts and elevations of floors from a designated point on the street.
2. Detailed floor plans showing dimensions and measurements.
3. Detailed elevations, indicating all materials and showing existing and finished grades.
4. Detailed sections, cross and longitudinal.
5. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

Specifications shall give complete descriptions and color samples of materials to be used. Supplement those with a notation of the colors of all materials to be used on the exterior of the residence.

ARCHITECTURAL CONTROL COMMITTEE (COMMITTEE)

Except for the initial Committee which consists of the Owner/Developer of record and his assignees, the Architectural Control Committee shall consist of two members and the concurrence of one of them shall be necessary to carry out the provisions applicable to this Committee. In the event of death or resignation of any of the members, the surviving member of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision he shall be disqualified to serve and the Committee shall declare a vacancy.

At such time that all lots owned by the initial Owner/Developer are sold and conveyed in any or all future phases of the development at the developer's sole discretion, the aforementioned Owner/Developer shall be released from responsibility of the Committee. The reorganization of the Committee shall be by a 2/3 majority vote of the then current property owners within the described property.

In the event of violation of any of these codes and covenants, the Architectural Control Committee is authorized

and empowered to take such action as may be necessary to restrain or enjoin the violators of these codes and covenants. All costs including attorney's fees, of such enforcement shall be borne by property owners who are in violation of said codes and covenants.

MISCELLANEOUS

- 1. Interpretation of the Covenants. Except for judicial construction, the Committee shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Committee's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefitted or bound by this Declaration and provisions hereof
- 2. Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall, not affect the validity or enforceability or any of the other provisions hereof
- 3. Rules and Regulations. The Committee shall have the right to adopt rules and regulations with respect to all aspects of the Committee's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration.
- 4. Covenants to Run with Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall insure to the benefit of the Declarant, and all parties who hereafter acquire any interest in a Lot shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Declarant or the Committee for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

TERM AND AMENDMENTS

1. Term; Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date of recordation. The Declaration may be terminated at any time if at least ninety percent (90%) of the votes cast by all Owners shall be cast in favor of termination at an election held for such purpose. No vote to terminate this Declaration shall be effective unless and until the written consent to such termination has been obtained, with a period from six (6) months prior to such vote to six (6) months after such vote, from the holders of recorded first mortgages or deeds of trust on seventy-five percent (75%) of the Lots upon which there are such recorded first mortgages and deeds of trust. If the necessary votes and consents are obtained, the Committee shall cause to be recorded in the Utah County records a "Certificate of Termination", duly signed by a member of the Committee and acknowledged before a Notary Public. Thereupon the covenants herein contained shall have no further force and effect, and the Committee shall be dissolved pursuant to the terms set forth in its articles. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed the instrument this 11th day of July, 2000

By: Renard Richter
Renard Richter

By: Shauna B. Richter
Shauna B. Richter

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the 11th day of July, 2000, personally appeared before me RENARD RICHTER AND SHAUNA B. RICHTER, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Kaye H. Casier
Notary Public

Residing at:
My Commission Expires:

