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RECORDER, SALT LAKE COUNTY, UTAH
SJS TITLE OF UTAH
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MURRAY UT 84107
BY: ZJM, DEPUTY - WI 7 P.

DECLARATIONS OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF THE HIGH MEADOWS SUBDIVISION

Richard P. Sorensen, hereinafter referred to as "Declarant" makes THIS DECLARATION this 1st day of March 2002.

WITNESSETH:

WHEREAS, Declarant is the said owner of certain property hereinafter referred to as the "Covered Property" in Draper City, Salt Lake County, State of Utah, more particularly described as follows.

All of Lots 1-12, High Meadows Subdivision, according to the official plat thereof filed with the Recorder's Office of Salt Lake County, Utah,

WHEREAS, Declarant intends all of the lots within the Covered Property, and each of them together with the common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges, and liens herein set forth,

NOW, THEREFORE Declarant hereby, for the purpose of protecting the value and desirability of the Covered Property, that all lots shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the Covered Property, and be binding on all parties having the right, title, or interest in the Covered Property or any part thereof, their heirs, successors, and assigns, and shall inure to benefit of each owner thereof.

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ARTICLE I
DEFINITION

Unless the context clearly requires otherwise, the following terms used in this Declaration shall have the following meanings:

"City" shall mean the city of Draper, Utah and its appropriate departments, officials, and boards.

"Committee" shall mean the architectural review committee created under Article III of this Declaration.

"Covered Property" shall have the meaning set forth in the witnesseth.

"Declarant" shall mean and refer to Richard P. Sorensen, his successors and assigns.

"Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions, together with any subsequent amendments or additions.

"Dwelling" shall mean the single-family residence built or to be built on any Lot, including the attached garage.

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

“Lot” shall mean any numbered building lot shown on any official plat of all or a portion of the Covered Property.

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

“Plat” shall mean an official ownership plat of any portion of the Covered Property, as approved by the City and recorded in the office of the Salt Lake County Recorder, as such plat may be amended from time to time.

“Subdivision Improvements” shall mean all improvements and facilities to be included outside of the boundaries of Lots, as identified on the Plat, including those items that are necessary to provide access and utility service to the Lots and items required by the City as a condition of its approval of subdivision of the Covered Property.

ARTICLE II RESTRICTIONS ON ALL LOTS

Zoning Regulations. The zoning ordinances of the City and any applicable building, fire, and health codes are in full force and effect in the Covered Property, and no Lot may be occupied or used in a manner that is in violation of such ordinance or Code.

Business or Commercial Uses. No portion of the Covered Property may be used for any commercial, mining, or business use. Nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during construction of the Subdivision Improvements or until the Lots are sold, whichever occurs later, or (b) the conduct of a home occupation entirely within a Dwelling. No home occupation will be permitted which requires off-site or street parking.

Restrictions on Signs. No signs will be permitted on any Lot within the Covered Property, except for (a) traffic control signs placed by the City, temporary signs warning of some immediate danger, (b) signs not in excess of sixteen square feet identifying the contractor and/or architect of any Dwelling unit while it is under construction, (c) signs indicating the Lot is for sale, which sign must be placed in accordance with City sign regulations and shall not exceed sixteen square feet in size, and (d) signs stating the address or the name of the owner of a Lot, subject to the consent of the Committee. Notwithstanding the foregoing, the Declarant may erect and maintain a sign (signs) not subject to any size restriction, for a period of no more than six months after the last Lot is sold within the Covered Property announcing the availability of Lots and giving sales information.

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

Dwelling to be Constructed First. No garage, storage unit, or other out building may be constructed prior to the construction of the Dwelling on a Lot without the prior written consent of the Committee.

Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Covered Property are to be underground, including lines within any Lot which service Improvements within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

Maintenance of Property. All Lots and the Improvements on them shall be maintained in a clean, sanitary, and attractive condition at all times. This shall include, without limitation, the open storage of any building materials (except during construction of Improvements) open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in covered containers ; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners insurance policy. This includes without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks other than as legally permitted in connection with celebration of the 4th of July and 24th of July holidays, and setting open fires (other than properly supervised and contained barbecues).

Exterior Lighting. Any outdoor lighting shall be subject to approval by the Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This restriction shall not prevent street lighting maintained by the City a front yard post light or lighting installed on top of a mail box structure.

Fuel Storage. No fuel oil, gasoline, or other fuel storage tanks may be installed or maintained on the property.

Transient Lodging Prohibited. Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing commercial accommodations. No lease of any Dwelling shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.

Re-Subdivision. No Lot may be re-subdivided without the written consent of the Committee.

Trash and Rubbish. All Lots (improved or unimproved) shall be kept free of rubbish, and other unsightly items, and shall be maintained in such a manner as not to detract from the residential quality of the Covered Property. Trash, rubbish, garbage or other waste shall not be kept except in covered containers.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

It is the intention and purpose of this Declaration to impose architectural standards on the Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of a lot coverage, proportion, materials, colors and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Committee, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

Committee Composition. The architectural control committee (the "Committee") will consist of three members, who may or may not be Owners. The initial Committee shall be appointed by the Declarant or his successor. On the date two years after all of the Lots have been sold by Declarant, or at such earlier date as is selected by Declarant in his sole discretion, the Owners (the Owners of each Lot having one vote) shall elect membership of the Committee. Prior to the date on which the Owners shall elect the membership of the Committee, Declarant shall have the right to elect the membership. The right to elect the membership of the Committee also includes the right to remove one or more members of the Committee and to fill vacancies. The Committee shall act by a majority vote of those present in any meeting duly called for conducting official business.

Approval by Committee Required. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same without the prior written consent of the Committee. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. Plans for the construction of any new Dwelling must be submitted to the Committee for review. It is recommended that a preliminary plan be submitted before the expense of final construction drawings is incurred. The plan must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling and all other structures to be built with it; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements, a list of exterior materials and roofing materials and/or a sample, including color samples, and a landscaping plan showing the location of landscaped areas, fences (including fence design), driveways, walkways, patios, decks and other hard surfaced or irrigated areas. In the case of an addition or modification of an existing Dwelling, the Committee may waive any of the foregoing if it determines to be unnecessary for its review. Submission of plans may be made in two parts, that is, architectural plans without landscape plans and then a separate submission of the landscape plans. Notwithstanding any review and approval of plans by the Committee, each Owner shall be responsible for the design and placement of improvements on Lots to avoid damage from ground and drainage water, and neither the Committee nor the Developer shall have any responsibility or liability with respect thereto.

(b) Review. Within 15 days from receipt of a complete submission, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Committee will review preliminary plans, without fee, and make its comments known to the Owner provided, however, that no preliminary approval is to be considered final approval, and no final approval will be granted on less than a complete submission. Upon approval, the committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. No construction that is not in strict compliance with the approved plans will be permitted.

(c) Written Record. The committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years.

(d) Failure to Act. If the Committee has not approved or rejected any submission within 15 days after the submission of complete plans, the submission is deemed to have been disapproved.

Variances. Variances to the design standards contained in this Declaration may be granted in the sole discretion of the Committee, but only if strict application of the design standards would create an unreasonable hardship to the owner of any Lot. The Committee cannot grant any variance that has the effect of modifying applicable zoning or building code regulations.

Professional Review. The Committee may engage the services of an architect or civil or structural engineer to assist in its review of any proposed improvements, in which case the owner shall reimburse such expense.

General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive, and well designed community.

Declarant and Committee Not Liable. There shall be no liability imposed directly or indirectly on any member of the Committee for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of such member. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any building, structure, or other item be deemed approval of, the building, structure, or other item from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

Limitations on Review. The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no responsibility to enforce building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Committee prior to construction.

ARTICLE IV ARCHITECTURAL RESTRICTIONS

All Improvements on any Lot shall be subject to the following restrictions and architectural design standards:

Number of Dwellings. Only one single-family residence may be constructed on any Lot. All Dwellings shall have an attached garage for at least two cars.

Guest House, Barns, and Out Buildings. Guesthouses, barns, out buildings and all other storage buildings must conform in style and materials, including roof material.

Dwelling Size.

- (a) A Rambler One-story home shall be not less than 2000 square feet.
- (b) A Two-story home shall have not less than 1500 square feet on the main floor, and not less than 3000 square feet of finished above grade living area.

Exterior Requirement. No structure shall be built of less than 100% of all the faces of the structure of brick, stone, stucco or other masonry type material or other material as approved by the Committee. The color of all masonry used shall be disclosed to the Committee and Owners are encouraged to submit samples. Limited siding for special trim design areas, amounting to no more than 15% of the surface of a given side of a Dwelling, may be approved by the Committee. Exposed cement foundation height shall average not more than 24" above finished grade on all sides unless approved by the Committee. Wainscot is acceptable.

Chimney, Vents. Chimneys must be enclosed in an approved material. No exposed metal flues are permitted.

Antennas. All antennas must be enclosed within the Dwelling. Satellite dishes shall not exceed two feet in height. Solar panels will be permitted only with the consent of the Committee, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.

No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. No metal building or metal storage sheds are allowed.

Balconies and Decks. Any balcony or deck that is more than twenty-four inches above the natural grade must be constructed in compliance with the following: All posts or pillar supporting any deck must be a minimum of 6 inches nominal in width. The area under any deck must be either landscaped or screened from view so that the view from adjoining Lots or streets is not of the unfinished underside of the deck. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck more than three feet above grade must either be completely screened with vertical lattice or siding, or, if exposed (as in the case of a second story deck or balcony), finished and painted or stained.

Driveways. Every garage shall be serviced by a driveway, which shall be of sufficient width and depth so as to park two vehicles side by side completely out of the street right of way. All driveways are to be constructed only of concrete or other material approved by Committee.

ARTICLE V GENERAL PROVISIONS

Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by the Committee or by any other Owner.

Remedies.

(a) Any single or continuing violation of the Covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Committee in its own name. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorneys fees and costs of court.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants, conditions and restrictions are to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the Covenants contained in this Declaration in the future or against other similar violations.

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

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

Amendment. At any time while this Declaration is in effect, the Owners of 75% of the Lots may amend the provisions of this Declaration.


Construction Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Covered Property is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions, and restrictions contained herein against his Lot, whether or not there is reference to this Declaration in the instrument by which he acquires his interest in any Lot.

Notices. All notices under this declaration are deemed effective 72 hours after mailing, whether delivery proved or not, provided that any mailed notice must have postage prepaid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Covered Property. Paragraph headings are inserted for convenience only and shall not be considered an interpretation of the provisions. The singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

Mortgagee Protection Provision. The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Covered Property that is made in good faith and for value; provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

Executed on the date stated above.

By 
Richard P. Sorensen
Declarant

State of Utah, County of Salt Lake:

The foregoing instrument was acknowledged before me this 5th of ^{June} ~~December~~ 2004, by Richard P. Sorensen.


NOTARY PUBLIC

My Commission Expires:

Residing at:

