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Recorder, Salt Lake County, UT
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Tax Parcel Nos. 22-08-405-014, 22-08-405-013 and 22-08-405-009

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

Spring Creek Cove Development Corporation / Spring Creek Cove Homeowners Association /
Little Cottonwood Tanner Ditch Company

THIS DECLARATION (this "**Declaration**") is entered into as of the 27 day of January, 2021, among the following:

- (i) **SPRING CREEK COVE DEVELOPMENT CORPORATION**, a Utah corporation ("**Developer**"), whose address is 273 North East Capitol Street, Salt Lake City, Utah 84103;
- (ii) **SPRING CREEK COVE HOMEOWNERS ASSOCIATION**, a Utah nonprofit corporation (the "**Association**"), whose address is 273 North East Capitol Street, Salt Lake City, Utah 84103; and
- (iii) **LITTLE COTTONWOOD TANNER DITCH COMPANY**, a Utah nonprofit corporation (the "**Company**"), whose address is 977 East 5600 South, Salt Lake City, Utah 84121, Attention: Max Reese, Secretary, Phone: (801) 261-1922, Email: max.reese1922@gmail.com.

(Developer and the Association are collectively referred to in this Declaration as the "**Spring Creek Parties**," and the Spring Creek Parties and the Company are referred to in this Declaration collectively as the "**Parties**" and individually as a "**Party**.")

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Definitions.** As used in this Declaration, each of the following terms shall have the indicated meaning:

"**Easement Area**" means the real property located in Salt Lake County, Utah, shown on the Plat, and described as follows:

Beginning at the Northeast Corner of Lot 4 of Paradise Park No. 4 Subdivision, said point also being South 00°22'01" West 812.70 feet along the section line and West 1,722.70 feet from the East Quarter Corner of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 29°30'00" West 72.62 feet; thence North 09°00'00" West 106.10 feet; thence North 89°19'00" West 60.82 feet; thence North 08°59'56" West 98.83 feet; thence North 72°20'00" East 56.78 feet; thence North 19°30'00" West 295.41 feet; thence North 86°39'17" West 81.76 feet; thence North 25°05'55" West 17.06 feet; thence South 86°39'49" East 99.83 feet; thence South 19°30'00" East 320.87 feet; thence South 72°20'00" West 59.38 feet; thence South 08°59'56" East 73.28 feet; thence South 89°19'00" East 60.82

Declaration of Easements, Covenants and Restrictions
Spring Creek Cove Development Corporation / Spring Creek Cove Homeowners Association / Little Cottonwood Tanner Ditch Company

feet; thence South 09°00'00" East 116.04 feet; thence South 29°30'00" East 69.19 feet; thence South 35°00'00" East 16.96 feet; thence West 18.31 feet; thence North 35°00'00" West 7.18 feet to the point of beginning. Contains 11,970 Square Feet or 0.275 Acres.

"Existing Ditch" means the Company's long-existing, linear, open water ditch on the Property.

"Laws" means all applicable federal, state and local laws, statutes, codes, ordinances, rules, regulations, requirements, judgments, decrees, writs and orders.

"Mortgage" means a mortgage or a deed of trust recorded in the Official Records.

"Mortgagee" means the mortgagee under a mortgage, or the beneficiary under a deed of trust, recorded in the Official Records.

"Official Records" means the official records of the Salt Lake County Recorder, Utah.

"Owner" means the person that at the time concerned is the legal owner of record (in the Official Records) of a whole or undivided fee interest in any portion of the Property. If there is more than one Owner of the Property at the time concerned, the obligations and liabilities of each such Owner for performance under, and compliance with, the applicable provisions of this Declaration shall be joint and several, and all such Owners may be pursued collectively or individually. Notwithstanding any applicable theory relating to a Mortgage, the term "Owner" shall not mean a Mortgagee unless and until such Mortgagee has acquired title to the Property or any portion of the Property pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure.

"Pipeline" means a 30-inch, reinforced concrete pipeline to be installed underground within the Easement Area by the Spring Creek Parties in accordance with this Declaration, which pipeline shall at all times be owned and maintained by the Spring Creek Parties, and for which the Spring Creek Properties shall have sole and exclusive responsibility and liability.

"Plat" means the subdivision plat for Spring Creek Cove, Amending Lot 1 of Huff Acres Subdivision and Additional Land, a preliminary draft of which is attached as Exhibit A.

"Property" means the real property located in Salt Lake County, Utah and described as follows:

Parcel 1 (Tax Parcel No. 22-08-405-014):

A tract of land being located in the North Half of the Southeast Quarter of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian, City of Murray, Salt Lake County, State of Utah (Basis of bearing being between the East quarter and the Southeast corner of said section and bearing South 00°22'01" West), said parcel being more particularly described as follows: Beginning at a point that lies South 00°22'01" West 194.96 feet and North 89°37'59" West 2011.40 feet from the East quarter of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence running thence South 88°00'00" East 397.62 feet along the Three Fountains East Phase 2 Condominiums; thence South 24°12' East 682.58 feet; thence West 388.43 feet to the East line of Paradise Park No. 4 Subdivision, according to the official plat thereof; thence along said East line of Paradise Park No. 4 for four courses as follows: North 35°00' West 7.18 feet; North 29°30' West 72.62 feet; North 9°00' West 106.10 feet and North 89°19' West 111.16 feet to a point of curve on the East line of Wesley Road, the center of said curve is North 89°19' West 260.0 feet from said point; thence Northerly along the arc of said curve to the left through a central angle of 4°24'34", a distance of 20.01 feet; thence South 89°19' East 108.52 feet to the Southeast corner of Lot 1,

Huff Acres Subdivision, according to the official plat thereof; thence along said subdivision boundary these eight (8) calls: (1) North 9°00' West 11.71 feet; (2) East 95.00 feet; (3) North 8°00' East 125.00 feet; (4) North 24°30' West 84.73 feet; (5) West 135.83 feet; (6) North 19°30' West 141.00 feet; (7) North 60°30' West 60.00 feet; (8) North 86°45' West 38.82 feet; thence North 25°10' West along said Easterly line 72.32 feet to the point of beginning.

Parcel 2 (Tax Parcel No. 22-08-405-013):

Beginning at a point South 407.19 feet and East 799.29 feet from the center of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being on the East line of Huff Acres Subdivision, according to the official plat thereof on file at the Salt Lake County Recorder's office and running thence East 135.83 feet; thence South 24°30' East 84.73 feet; thence South 08°00' West 125.00 feet; thence West 95.00 feet to a point which is North 09°00' West 11.71 feet from the Southeast corner of Lot 1 of said Huff Acres Subdivision; thence North 09°00' West along the East line of said subdivision 65.00 feet; thence North 19°30' West along said East line 145.00 feet to the point of beginning.

Parcel 3 (Tax Parcel No. 22-08-405-009):

Lot 1, Huff Acres Subdivision, according to the official plat thereof, recorded in the office of the Salt Lake County Recorder.

THE "AS SURVEYED" DESCRIPTION for the foregoing three (3) parcels is as follows and is set forth on the Plat:

Beginning at the Southeast Corner of Three Fountains East Phase Two Condominium, said point also being South 00°22'01" West 196.72 feet along the section line and West 1,613.65 feet from the East Quarter Corner of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 24°12'00" East 682.58 feet; thence West 388.43 feet to the Easterly Boundary Line of Paradise Park No. 4 Subdivision; thence North 35°00'00" West 7.18 feet along the Easterly Boundary Line of said Paradise Park No. 4 Subdivision; thence North 29°30'00" West 72.62 feet along the Easterly Boundary Line of said Paradise Park No. 4 Subdivision; thence North 09°00'00" West 106.10 feet along the Easterly Boundary Line of said Paradise Park No. 4 Subdivision to the Northeast Corner of said Paradise Park No. 4 Subdivision; thence North 89°19'00" West 111.16 feet along the Northerly Boundary Line of said Paradise Park No. 4 Subdivision to the Easterly Right-of-Way Line of Wesley Road; thence Northwesterly 83.27 feet along the arc of a 260.00 foot radius curve to the left (center bears North 89°19'00" West and the chord bears North 08°29'28" West 82.91 feet with a central angle of 18°20'57") along the Easterly Right-of-Way Line of said Wesley Road to the Southwest Corner of Lot 2 of Huff Acres Subdivision; thence North 72°20'00" East 106.23 feet along the Southerly Line of Lot 2 of said Huff Acres Subdivision to the Southeast Corner of said Lot 2; thence North 19°30'00" West 265.03 feet along the Easterly Boundary Line of said Huff Acres Subdivision; thence North 60°30'00" West 60.00 feet along the Northeasterly Boundary Line of said Huff Acres Subdivision; thence North 86°45'00" West 38.82 feet along the Northerly Boundary Line of said Huff Acres Subdivision; thence North 25°05'55" West 72.28 feet to an interior corner on the Southerly Boundary Line of Three Fountains East Phase Two Condominium; thence South 88°00'00" East 397.62 feet along on the Southerly Boundary Line of said Three Fountains East Phase Two Condominium to the point of beginning. Contains 233,142 Square Feet or 5.353 Acres.

2. **Purpose.** The Spring Creek Parties have asked the Company if they can wholly replace the Existing Ditch with the Pipeline. The Company is extremely reluctant, for many reasons based on a long history of experience, to replace

a linear, open water ditch that has been operating successfully for many, many years, with an underground, concrete pipe having four (4) ninety-degree turns that is likely to overflow upstream and is located in close proximity to residential dwellings with basements, including, without limitation, the anticipated loss of operational functionality and access, the additional difficulties of maintenance and repair, and the prospect of property damage and liability exposure.¹ Nevertheless, solely in an effort to accommodate the Spring Creek Parties, the Company has agreed to allow the Spring Creek Parties to replace the Existing Ditch with the Pipeline, but only strictly in accordance with the provisions of this Declaration. The Company is otherwise unwilling to permit such replacement, and is only doing so in reliance on each and every provision of this Declaration, each of which provides the required consideration for the Company to enter into this Declaration, and without any of which the Company would be unwilling to enter into this Declaration, including, without limitation, the timely payment and performance of each and every obligation of the Spring Creek Parties under this Declaration.

3. Easement. Developer, as the sole Owner of the Property, hereby conveys and warrants to the Company (subject only to the matters set forth in the Title Policy (as defined below)), and the Property shall be subject to and burdened by, a perpetual, non-exclusive easement for the laying, construction, installation, use, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of the Pipeline on, under, through and across the Easement Area, together with such rights of entry on, passage over, and temporary deposit and storage of excavated earth, equipment and materials on, the Easement Area and areas adjacent thereto on the Property as may be reasonably necessary or useful therefor. Although the Pipeline will be subject to use by the Company in accordance with this Declaration, the Pipeline shall at all times be owned by the Spring Creek Parties or their respective successors or assigns, and not by the Company. In addition, if in the sole and absolute discretion of the Company, the Pipeline significantly decreases the utility of the Existing Ditch for its now-current use, increases the burden on the Company's use of the Existing Ditch in a way for which the Company is not compensated by the Spring Creek Parties, frustrates the purpose of the Existing Ditch or otherwise results in a situation that is materially, functionally less workable than the Existing Ditch, the Company may, at any time or from time to time, at the sole cost and expense of the Spring Creek Parties (including, without limitation, the removal and disposal of the Pipeline), replace all or a portion of the Pipeline with an open water ditch. The Company or persons acting by, through or under the Company may enter on any portion of the Easement Area and areas adjacent thereto on the Property at any time as may be reasonably necessary or appropriate in order to accomplish or to cause to be accomplished the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of the Pipeline, and in connection therewith, excavate and conduct construction activities on Easement Area. No fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the easement and other rights granted in this Paragraph 2 shall be constructed or erected, nor shall any person in any other manner obstruct or interfere with the use of such easement. Fences constructed of wood, vinyl, composite, chain link or similar material are allowed to be installed perpendicular or near perpendicular to the Pipeline. No trees shall be permitted to grow in the Easement Area, but shrubs are allowed, and no buildings, other above-ground improvements or large rocks shall be permitted in the Easement Area other than typical landscaping (other than trees) and, where required for the roadway located on the Property, asphalt, sidewalk, curb and gutter. The Spring Creek Parties shall, at their sole cost and expense, promptly remove any such trees, buildings, other above-ground improvements or large rocks not expressly permitted by this Declaration. The Pipeline shall

¹ Specifically, such replacement raises the following concerns, among others: the Company can monitor flow by looking at the Existing Ditch, but cannot do so with the Pipeline; the Company has very little cost for maintenance of the Existing Ditch – when a problem occurs, the Company can see where it is and readily remedy the problem with a shovel, cleaning out a blockage or moving a headgate at no cost other than labor, which will not be the case with the Pipeline; there are no raccoons living and dying in the Existing Ditch, unlike the Pipeline; the water in the Existing Ditch is purified by running through an aesthetically pleasing, open ditch with plants along the side; people can easily know where the Existing Ditch is located, not so with the out-of-sight Pipeline that must be marked with above-ground stakes; new users of water are easily connected to the Existing Ditch, not so with the Pipeline; roots from trees affecting the Existing Ditch can be easily removed; by contrast, when roots get into the Pipeline, they are almost impossible to remove, and if you do, you need a tractor truck that costs over \$200 per hour, with roots that can take hours to remove and then just grow back; the Existing Ditch is conducive for wildlife and foliage, for example, frogs and snakes live in ditches, trees living along an open ditch have a water source, Holladay City promotes open ditches to keep the trees alive throughout the city and birds live in the trees; almost every problem the Company has with irrigation flow is in a pipe; pipes typically don't last forever and require replacement; pipes are often in places that are almost impossible to get equipment into; and open ditches seldom need trash racks, whereas with the Pipeline a new trash rack will need to be installed and monitored on a daily basis.

be for the exclusive use of the Company, and no connection by any other person may be made thereto, and no surface water or other drainage or other flow may be made therein, except as may expressly be approved in advance by the Company, which approval may be withheld by the Company in the Company's sole discretion. The Company and any users of the Pipeline approved by the Company shall have access to the Pipeline at any time, 24-hours a day, seven days a week. The Company shall be given keys to any locked gates, any dogs shall be immediately restrained and any other impingement to access to the Pipeline shall be immediately removed.

4. Construction and Repair; Bond; Insurance.

4.1. Construction and Repair. As soon as reasonably practicable, the Spring Creek Parties shall construct and put into full operation the Pipeline in a good, workmanlike and operable manner within the Easement Area in accordance with this Declaration, Laws and the plans (the "**Plans**") prepared by Ensign Engineering, Project No. 5851D, with print date of December 23, 2020, that were reviewed and approved by the Company. No topography within the Easement Area shall be altered from such plans without the Company's prior, written approval. If precast boxes are used, all pipes and irrigation connections shall be grouted and collared on both sides. The Spring Creek Parties shall install a trash rack on the South end of the Pipeline and a racoon guard on the North end of the Pipeline, 4' x 4' boxes with hinged lids and irrigation connections to the existing lots (the "**Wesley Road Lots**") fronting Wesley Road as shown on the Plat; provided, however, that if any of the owners of the Wesley Road Lots do not want a connection to the Pipeline, the Spring Creek Parties shall modify the Pipeline accordingly. When the subdivision boundary fence is installed along the northerly and easterly boundaries of the Wesley Road Lots, the Spring Creek Parties shall, at their sole cost and expense, install separate gates providing access to the Easement Area for each of the owners of the Wesley Road Lots that wish to have one, and shall coordinate with the Company for direction on which owners of the Wesley Road Lots want such gates. All actual connections to the Pipeline must be verified by the Company prior to commencement of construction of the Pipeline. The Spring Creek Parties must give advance notice by email and telephone to the Company as set forth above at least two (2) business days prior to the date on which (a) construction of the Pipeline will commence, (b) construction of the Pipeline will recommence if such construction is interrupted, or (c) any subsequent construction or repair affecting the Pipeline will commence or recommence. The Spring Creek Parties shall pay to the Company, within ten (10) business days after receipt of an invoice therefor, the sum of \$500 for each full or partial day on which any such construction or repair occurs for which the Company did not receive such advance notice. A Company representative shall be entitled to monitor and inspect all construction and repair of the Pipeline, and may, in its reasonable discretion, halt any such construction or repair if unsatisfactory to the Company, and in such event, such construction or repair shall not recommence unless and until the Company is satisfied that all defects have been cured and that such construction or repair will proceed in a satisfactory and workmanlike manner in accordance with Laws. No construction or repair work shall be buried unless and until the Company has inspected and approved such work (which inspection shall be completed by the Company promptly on receipt of written notice of the need to do so), and if any such work is buried prior to the Company's inspection and approval, such work shall be opened back up for inspection. Notwithstanding the foregoing or anything else contained in this Declaration to the contrary, the Company shall at all times have the right under Paragraph 2 to make such changes, modifications and alterations to the Pipeline as the Company may deem necessary or appropriate. Promptly following the construction and commencement of full operation of the Pipeline by the Spring Creek Parties in a good, workmanlike and operable manner within the Easement Area in accordance with this Declaration, Laws and the Plans, the Company shall relinquish, by execution, acknowledgment and delivery of a recordable instrument delivered to the Spring Creek Parties, in form and substance agreed on by the Parties prior to the execution and delivery of this Declaration, all right, title and interest of the Company in any portion of the historic easement held by the Company that is located on the Property but not located within the Easement Area.

4.2. Bond. Concurrently with the execution and delivery of this Declaration, Developer shall deliver to the Company a cash bond (the "**Bond**") in the amount of \$21,000. The Company may intermingle the Bond with the Company's own funds. The Bond is not a limitation on the Company's damages or other rights under this Declaration or a payment of liquidated damages and shall not be applied by the Spring Creek Parties to any amounts due under this

Declaration. If no uncured default of the Spring Creek Parties then exists under this Declaration, then within thirty (30) days after receipt by the Company of a factually correct notice from the Spring Creek Parties that construction of the Pipeline has been fully completed in accordance with this Declaration and Laws, and the Company has itself confirmed such completion, the Company shall remit to Developer a portion of the Bond equal to \$7,000, less all then unreimbursed costs, expenses, fees and charges paid or incurred by the Company (including, without limitation, time for Company representatives (at a rate of \$50 per hour, as such amount may be subsequently reasonably increased), materials, labor and reasonable attorneys' fees and costs. In addition, after one successful irrigation season following the completion of the construction of the Pipeline, if no uncured default of the Spring Creek Parties then exists under this Declaration, the Company shall remit to Developer a second portion of the Bond equal to \$7,000, less all then unreimbursed costs, expenses, fees and charges paid or incurred by the Company. The final \$7,000 balance of the Bond shall be non-refundable to Developer and retained by the Company

4.3. Insurance. On or before the date of this Declaration, the Spring Creek Parties shall, at their sole cost and expense, procure and continue in force the following insurance coverage and furnish the Company with certificates of coverage of such insurance: (a) commercial general liability insurance with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for the Property; and (b) any insurance required by Laws for the protection of employees of the Spring Creek Parties working on the Property, including, without limitation, worker's compensation insurance and employers liability coverage with limits of liability of at least \$500,000 each accident / disease—each employee / disease policy limit. Such minimum limits shall in no event limit the liability of the Spring Creek Parties under this Declaration. Such liability insurance shall name the Company as an additional insured on a primary and non-contributory basis in comparison to all other insurance including the Company's own policy or policies of insurance, and shall be with companies authorized to do business in Utah and having a rating of not less than A-:VII in the most recent issue of Best's Key Rating Guide, Property-Casualty. All such policies shall be written as primary policies, not contributing with and not in excess of the coverage that the Company may carry, and shall only be subject to reasonable deductibles. The Spring Creek Parties shall, prior to the expiration of such policies, furnish the Company with renewed certificates of insurance.

5. Maintenance. The Spring Creek Parties and their respective successors and assigns shall in perpetuity, at their sole cost and expense, maintain or caused by be maintained the Pipeline in a reasonably good, clean and safe condition and repair, and in good working condition, and shall promptly repair in a good and workmanlike manner any damage to the Pipeline, including, without limitation, daily cleaning of the trash rack and weekly inspecting / monitoring of the racoon guard during the irrigation season. On completion of any excavation or construction activities, the Spring Creek Parties shall promptly restore or caused to be restored any portion of the Property affected to the same condition as existed prior to the commencement of such activities, using the same type and quality of materials previously used. If the Spring Creek Parties fail to comply with the foregoing provisions or any other provisions of this Declaration within five (5) business days after receipt of written notice from the Company of such failure, the Company may (but is not obligated to), perform or cause to be performed such work as is necessary to cure such failure. In such event, all sums reasonably expended and all costs and expenses reasonably incurred by the Company in connection with such work, together with a service fee equal to fifty percent (50%) of such costs and expenses, plus a charge of \$500 per day for each full or partial day in which the Pipeline is out of service, shall bear interest from the date expended or incurred (as the case may be) at the rate of eighteen percent (18%) per annum (the "**Interest Rate**") until paid or otherwise satisfied in full, and shall be paid promptly to the Company by the Spring Creek Parties on written demand.

6. Interruption of Irrigation Flow. During the irrigation season (from April 1st through October 15th, inclusive, of each calendar year), the Spring Creek Parties must give advance notice by email and telephone to the Company as set forth above at least two (2) business days prior to the date on which irrigation flow is to be interrupted for any reason, whether such interrupted irrigation flow is of the Existing Ditch or the Pipeline. Provided that such notice is given in a timely manner, the Spring Creek Parties shall pay to the Company in advance the sum of \$200 for each full or partial day on which irrigation flow will be interrupted. If such advance notice is not received by the Company, if such amounts are not received by the Company in advance in full, or if there is an emergency interruption of the irrigation flow, the Spring Creek

Parties shall pay to the Company, within ten (10) business days after receipt of an invoice therefor, the sum of \$500 for each full or partial day on which irrigation flow is interrupted. In summary (and in supplement and not in limitation of any of the foregoing), during the irrigation season (from April 1st through October 15th, inclusive, of each calendar year) there is a \$200 per day prepayment when the Company is notified two (2) business days before construction. The \$200 per day is payable in advance of construction. If construction is stopped and then restarted, a two (2)-business day notification is also required and the \$200 per day is payable in advance of the restart date. If such two (2)-business day prior notice is not given, or there is an emergency shutdown of the irrigation water, the charge is \$500 per day. In the off-season of October 16th through March 30th, inclusive, a two (2)-business day notice of construction is also required, but there is not a \$200 per day charge. If construction is done in the off-season without notification, the charge is \$500 per day for each full or partial day of construction.

7. Nature of Declaration. Each easement, covenant and restriction contained in this Declaration (whether affirmative or negative in nature) shall (a) constitute a covenant running with the land, (b) bind every person having any fee, leasehold, Mortgage lien or other interest in any portion of the Property, and (c) benefit and bind any Owner whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or other means. This Declaration and each easement, covenant and restriction set forth in this Declaration shall be perpetual, and shall be binding, jointly and severally, on the Spring Creek Parties and each then-Owner of the Property. Developer and the Association shall be jointly and severally liable for all obligations of the Spring Creek Parties under this Declaration. If any Owner transfers all or any portion of the Property owned by such Owner, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants contained in this Declaration, and if the transferring Owner (other than Developer, who shall not be released or discharged) has by such transfer transferred all of such Owner's ownership interest in the Property, such transferring Owner shall be released and discharged from all obligations under this Declaration that accrue after (but not before) the date of recordation in the Official Records of the instrument effecting such transfer. The interests in and rights concerning any portion of the Property held by or vested in the Spring Creek Parties or any other person on or after the date of this Declaration (including, without limitation, any Mortgage lien) shall be subject and subordinate to this Declaration, and this Declaration shall be prior and superior to such interests and rights, as may be necessary to effectuate all of the terms and provisions set forth in this Declaration. As of the date of this Declaration, the Spring Creek Parties represent and warrant to the Company that Developer is the sole Owner, and First Utah Bank, a Utah corporation ("**First Utah**"), is the sole Mortgagee, of the Property.

8. Indemnity; Payment; Lien. The Spring Creek Parties and all other Owners from time to time and their respective successors and assigns, jointly and severally (jointly and severally, the "**Indemnitors**"), shall indemnify, defend and hold harmless the Company from and against any claim, liability, loss, damage, cost or expense (including, without limitation, reasonable attorneys' fees and costs) related to the Pipeline, this Declaration and the performance of the Spring Creek Parties' obligations under this Declaration, and the Company shall have no obligation or liability whatsoever with respect thereto, including, without limitation, any obligation or liability with respect to any (a) structures or landscaping, (b) overflow upstream of the trash rack due to trash rack buildup, (c) increased liability caused by the Pipeline regarding structures or landscaping downhill from the Easement Area, as those would be in a potential flood-prone location, and (d) conflicting rights-of-way, easement rights or encroachments affecting the Easement Area. The Indemnitors shall pay to the Company within thirty (30) days after the receipt of an invoice therefor, all costs, expenses, fees and charges incurred or payable by the Company under or in connection with the Pipeline and this Declaration, including, without limitation, time for Company representatives (at a rate of \$50 per hour, as such amount may be subsequently reasonably increased), materials, labor and reasonable attorneys' fees and costs. If any such amount is not paid within such thirty (30)-day period, a late charge of five percent (5%) of such amount shall be payable, and interest at the Interest Rate shall accrue on such amount and such late charge until such amount, together with such late charge and interest, is paid in full. If the failure to pay in a timely manner any sum when due under this Declaration is not cured within ten (10) days after written notice is given by the Company to the Spring Creek Parties, such sum and any subsequent delinquencies may be secured by a lien against the entire Property. Such lien shall be evidenced by a notice of lien filed for record by the Company in the Official Records. A copy of such notice of lien shall be given by the Company to the Spring Creek Parties within ten (10) days

following recordation in the Official Records. Such notice of lien shall set forth the unpaid amount, the date such amount was due and a description of the Property, and be executed and acknowledged by the Company. Any such lien may be foreclosed in the same manner as is provided under applicable law for the foreclosure of Mortgages, but shall be subject and subordinate to (w) each Mortgage affecting the Property at the time such notice of lien is recorded, (x) this Declaration, (y) each (recorded or unrecorded) utility easement, right-of-way or similar interest affecting the Property at the time such notice of lien is recorded, and (z) the lien for general taxes and other governmental assessments, but shall be prior and superior to all other interests or estates (whether recorded or unrecorded at the time such notice of lien is recorded) in or respecting the Property.

9. Company Title Insurance. Concurrently with the execution and delivery of this Declaration, the Spring Creek Parties shall, at their sole cost and expense, cause to be issued by Old Republic National Title Insurance Company, an extended coverage ALTA owner's policy of title insurance (the "**Title Policy**") in the amount of \$15,000 pursuant to a pro forma policy of title insurance approved by the Company prior to the date of this Declaration: listing the Company as the insured; showing the Property as "Parcel 1: Fee Simple Interest," with Developer as the sole vestee of indefeasible fee simple title to the Property; showing the Easement Area as "S," insuring the Company's easement under this Declaration over and across the Easement Area; showing the First Utah Bank Construction Deed of Trust, recorded August 2, 2019 as Entry No. 13043901 in Book 10811 at Page 9085 of the Official Records, as subordinate to this Declaration; *not* showing any other Mortgages affecting the Property; and otherwise in form and substance reasonably acceptable to the Company.

10. Notices. Unless otherwise expressly provided in this Agreement, notice or demand to be given by any Party to any other Party or Parties shall be given in writing by personal service, express mail, FedEx, DHL or any other similar form of courier or delivery service, or mailing in the United States mail, postage prepaid, certified and return receipt requested, and addressed to such Party as set forth at the outset of this Agreement. Either Party may change the address at which such Party desires to receive notice on written notice of such change to the other Party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the Party to which the notice is directed; *provided, however,* that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change that was not properly communicated shall not defeat or delay the giving of a notice.

11. Modification. This Declaration and any easement, covenant or restriction contained in this Declaration may not be terminated, extended, modified or amended without the consent of the Parties, and any such termination, extension, modification or amendment shall be effective on recordation in the Official Records of a written document effecting the same, executed and acknowledged by the Parties; *provided, however,* that no such termination, extension, modification or amendment shall affect the rights of any Mortgagee then holding a Mortgage constituting a lien on any Property unless such Mortgagee consents to the same in writing.

12. Attorneys' Fees. If any Party brings suit to enforce or interpret this Declaration or for damages on account of the breach of any provision of this Declaration, the prevailing Party shall be entitled to recover from the other Party or Parties its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing Party is entitled. Concurrently with, and as a condition precedent to, the execution and delivery of this Declaration, Developer shall pay to the Company all outstanding attorneys' fees incurred by the Company in connection with the preparation and negotiation of this Declaration, and all outstanding amounts then owned to the Company.

13. General Provisions. This Declaration shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Declaration shall inure to the benefit of, and shall be binding on, the Parties and the heirs, personal representatives, successors and assigns of each Party. Time is of the essence in each provision of this Declaration. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Declaration shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the

remainder of such provision or the remaining provisions of this Declaration. Each exhibit referred to in, and attached to, this Declaration, as well as the consent of First Utah attached to this Declaration, are an integral part of this Declaration and are incorporated in this Declaration by this reference.

[Remainder of page intentionally left blank; signatures and acknowledgments on following pages]

THE PARTIES have executed this Declaration on the respective dates set forth below, to be effective as of the date first set forth above.

SPRING CREEK COVE DEVELOPMENT CORPORATION,
a Utah corporation

By [Signature]

Print or Type Name of Signatory:

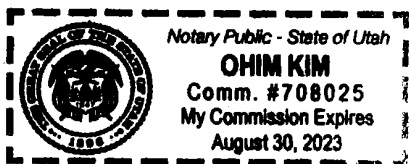
Jacob Ballotaedt

Its President

Date 12-10-2020

State of Utah)
County of Salt Lake) ss.
)

The foregoing instrument was acknowledged before me this 10th day of December, 2020, by Jacob Ballotaedt, the President of Spring Creek Cove Development Corporation.

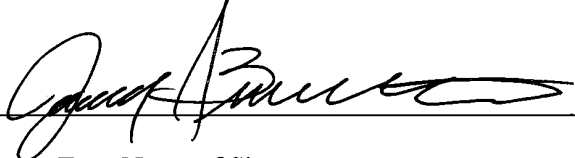


[Signature]
Notary Public

My Commission Expires:
August 30, 2023

Residing at:
Salt Lake county

SPRING CREEK COVE HOMEOWNERS ASSOCIATION,
a Utah nonprofit corporation

By 

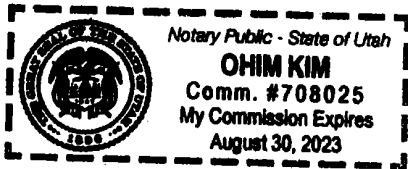
Print or Type Name of Signatory:
Jacob Ballstaedt

Its President

Date 12-10-2020

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 10th day of December, 2020, by Jacob Ballstaedt, the President of Spring Creek Cove Homeowners Association.





Notary Public

My Commission Expires:
August 30, 2023

Residing at:
Salt Lake County

LITTLE COTTONWOOD TANNER DITCH COMPANY,
a Utah nonprofit corporation

By Michael D. Black

Print or Type Name of Signatory:

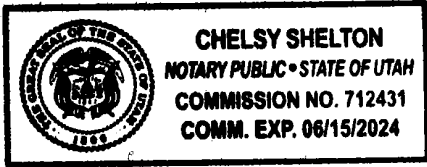
Michael D. Black

Its President

Date Dec 12, 2020

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 12th day of December, 2020, by Michael D. Black, the President of Little Cottonwood Tanner Ditch Company.



Chelsy Shelton
Notary Public

My Commission Expires:

06/15/2024

Residing at:

Logan, UT

EXHIBIT A

to

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

PLAT

SPRING CREEK COVE

AMENDING LOT 1 OF HUFF ACRES SUBDIVISION AND ADDITIONAL LAND
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8,
 TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASIN 2 MERIDIAN
 MOUNTAIN CITY, SALT LAKE COUNTY, UTAH
 SEPTEMBER 2020

SURVEYOR'S CERTIFICATE

BOUNDARY DESCRIPTION

CURVE TABLE

STATION	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE
1	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
2	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
3	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
4	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
5	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
6	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
7	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
8	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
9	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
10	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
11	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
12	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
13	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
14	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
15	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
16	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
17	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
18	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
19	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
20	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
21	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
22	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
23	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
24	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
25	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
26	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
27	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
28	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
29	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
30	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
31	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
32	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
33	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
34	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
35	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
36	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
37	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
38	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
39	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
40	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
41	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
42	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
43	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
44	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
45	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
46	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
47	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
48	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
49	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
50	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
51	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
52	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
53	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
54	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
55	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
56	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
57	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
58	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
59	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
60	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
61	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
62	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
63	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
64	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
65	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
66	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
67	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
68	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
69	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
70	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
71	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
72	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
73	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
74	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
75	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
76	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
77	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
78	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
79	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
80	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
81	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
82	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
83	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
84	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
85	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
86	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
87	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
88	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
89	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
90	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
91	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
92	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
93	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
94	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
95	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
96	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
97	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
98	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
99	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
100	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00

OWNER'S DECLARATION

SPRING CREEK COVE
 AMENDING LOT 1 OF HUFF ACRES SUBDIVISION AND ADDITIONAL LAND
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8,
 TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASIN 2 MERIDIAN
 MOUNTAIN CITY, SALT LAKE COUNTY, UTAH

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

SPRING CREEK COVE
 AMENDING LOT 1 OF HUFF ACRES SUBDIVISION AND ADDITIONAL LAND
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8,
 TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASIN 2 MERIDIAN
 MOUNTAIN CITY, SALT LAKE COUNTY, UTAH

Declaration of Easements, Covenants and Restrictions
 Spring Creek Cove Development Corporation / Spring Creek Cove Homeowners Association / Little Cottonwood Tanner Ditch Company

