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 2019 Mar 11 12:46 pm FEE 84.00 BY DA
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**DECLARATION OF PROTECTIVE EASEMENTS,
 COVENANTS, CONDITIONS AND RESTRICTIONS**

(Including Homeowner Association Bylaws)
 FOR

SPRING CREEK TOWNHOMES
 A Planned Unit Development

Provo, Utah County, Utah

THIS DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 7th day of March, 2019, by:

SPRING CREEK TOWN HOMES – PHASE 1, INC., a Utah corporation,
 SPRING CREEK TOWNHOMES – PHASE 2, INC., a Utah corporation,
 SPRING CREEK TOWNHOMES – PHASE 3, INC., a Utah corporation,
 SPRING CREEK TOWNHOMES – PHASE 4, INC., a Utah corporation,
 WESTERN COMMUNITY CROSSROADS, LC, a Utah limited liability company,
 (collectively "Declarant"), in their capacity as the owners and/or developers of Spring Creek Townhomes, an amendable Planned Unit Development in Provo, Utah County, Utah (the "Development").

ARTICLE I

PURPOSE AND EFFECTUATION

1.01 Purpose. The purpose of this Declaration is to provide for the preservation of the values of Lots, Units and Common Areas within the Development; and for the maintenance of any private roadways, easements, driveways, sidewalks, parking areas, fencing, recreation and community amenities, open space, landscaping, trees and all other Common Areas therein.

1.02 Effectiveness. From and after the effective date hereof: (a) each part of the Development, and each Lot/Unit lying within the boundaries of the Development, shall comprise constituent parts of a residential planned unit development; (b) the Development shall consist of the Lots/Units constructed therein, and the Common Areas as described and depicted on any Plat; (c) the Declaration for the Development shall consist of this document following the recordation thereof in the Utah County Public Records, as the same may thereafter be supplemented or amended in accordance with the provisions thereof; and (d) the Plats of the Development shall consist of the instruments identified as Spring Creek Townhomes, a Planned Unit Development, Provo, Utah

County, Utah, and recorded in the Utah County Public Records as the same may thereafter be amended.

ARTICLE II

DEFINITIONS

When used throughout this Declaration, including the title and preamble, the following terms shall have the meanings indicated:

Articles shall mean and refer to the Articles of Incorporation of the Association, which are or will be filed in the Office of the Division of Corporations and Commercial Code, State of Utah, as said Articles may be amended from time to time.

Assessment(s) shall mean the amount(s) levied and assessed by the Association against each Owner and such Owner's Lot/Unit (whether an Annual, Special or Specific Assessment) as described in the Association's Bylaws in ARTICLE XIII of this Declaration.

Association shall mean **Spring Creek Townhomes Homeowners Association**.

Board shall mean the Board of Directors of the Association.

Bylaws shall mean and refer to the Bylaws of the Association as set forth and embodied in this Declaration in ARTICLES XI, XII and XIII.

City shall mean and refer to City of Provo, Utah County, State of Utah, the municipality in which the Development is located and by which it has been permitted.

Common Area(s) shall mean all portions of the Development, except the Lots/Units, and shall include all property maintained and administered by the Association for the common use and enjoyment of the Owners, such as any private, undedicated roadways, walkways, easements, driveways, parking areas, fences, and related amenities, open spaces, landscaping, storm drains, and the like, together with all easements appurtenant thereto, whether or not reflected on the Plat.

Common Expenses shall mean and refer to those sums expended by the Association in carrying out its duties and responsibilities of maintenance, operation and management of the Common Areas, including, but not limited to: insurance premiums on coverages required to be obtained and maintained by the Association; maintenance and landscaping (including snow removal), repairs and improvements upon Common Area; utilities and similar fees for which the Association may be responsible (electricity, water, gas, garbage, storm water discharge fees, etc.); and establishment and funding of any reserve accounts to cover major repairs to or replacement of Common Area.

DRC shall mean and refer to the Design Review Committee established and referred to in ARTICLE VII of the Declaration.

Declarant shall mean SPRING CREEK TOWN HOMES – PHASE 1, INC., a Utah corporation, SPRING CREEK TOWNHOMES – PHASE 2, INC., a Utah corporation, SPRING CREEK

TOWNHOMES – PHASE 3, INC., a Utah corporation, and SPRING CREEK TOWNHOMES – PHASE 4, INC., a Utah corporation, and WESTERN COMMUNITY CROSSROADS, LC, a Utah limited liability company, and any successors and assigns, if any, as owners and developers of the Development.

Declaration shall mean this **Declaration of Protective Easements, Covenants, Conditions and Restrictions (Including Homeowner Association Bylaws)** pertaining to the Development, recorded in the Public Records, as the same may be amended from time to time.

Development shall mean the residential planned unit development known as **Spring Creek Townhomes**, a Planned Unit Development, located in the City of Provo, as it exists at any given time.

Lot shall mean and refer to any of the separately numbered and individually described parcels of land within the Development, as designated on the Plat, intended for single family residential use. Lot numbers shall be synonymous with Unit numbers, notwithstanding the assignment of a separate residential address to each Lot/Unit by the City as may be reflected on the Plat.

Managing Agent shall mean any person or entity appointed or engaged by the Association as Managing Agent of the Development as provided in Section 12.04 of the Declaration.

Mortgage shall mean any recorded mortgage or deed of trust encumbering a Lot/Unit

Mortgagee shall mean any mortgagee or beneficiary named in a Mortgage.

Owner shall mean any person who is the owner of record (as reflected in the Public Records) of a fee or undivided fee interest in any Lot/Unit, and any contract purchaser of any Lot/Unit. No Mortgagee, nor any trustee or beneficiary of a deed of trust or trust deed, shall be an Owner unless such party acquires fee title to a Lot/Unit pursuant to foreclosure or sale, or conveyance in lieu thereof. Declarant shall be an Owner with respect to each platted Lot owned by it, and/or upon which a Unit may be in any stage of construction until such Lot/Unit is sold to a purchaser and title thereto passes from Declarant to such purchaser. Multiple Owners of a particular Lot/Unit shall be jointly and severally liable as to all responsibilities and obligations of an Owner.

Plat or Plats shall mean and refer to any of the subdivision plats of the Development as approved by the City and recorded in the Utah County Public Records.

Property shall mean all real property to which the Declaration applies, including that described in Section 3.01 of the Declaration (EXHIBIT A).

Public Records shall mean the Office of the Utah County Recorder located in Provo, Utah.

Rules and Regulations shall mean and refer to those Rules and Regulations authorized, adopted, and promulgated to the Owners from time to time by the Board pursuant to the provisions of Section 12.03 of the Declaration.

Unit shall mean a structure which is designated and intended for use and occupancy as a personal residence, together with all improvements located on the same Lot and used in conjunction with such residence. Units will share a party wall with adjoining attached Units along their common Lot lines.

ARTICLE III

PROPERTY DESCRIPTION; ANNEXATION

3.01 **Submission.** The Property which shall be held, transferred, sold, conveyed, and occupied, subject to the provisions of the Declaration, consists of the real property in the City of Provo, as set forth and described in EXHIBIT A attached hereto and made a part hereof;

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights or obligations incident to, appurtenant to, or accompanying the above-described Property, whether or not the same are reflected on the Plat.

RESERVING UNTO DECLARANT, however, such easements and rights or obligations of ingress and egress over, across, through, and under the said Property and any improvements (including Buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration); (a) to construct and complete each of the Units and all of the other improvements described in this Declaration or on the Plat, and to do all things reasonably necessary or proper in connection therewith; and (b) to improve portions of the Property with such other or additional improvements, facilities, landscaping and television, or other communication systems designed for the use and enjoyment of all the Owners as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the Property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire fifteen (15) years after the date on which this Declaration is recorded in the Public Records.

THE FOREGOING IS SUBJECT TO: (a) all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; (b) all Patent reservations and exclusions; (c) all mineral reservations of record and rights incident thereto; (d) all instruments of record which affect the above-described Property or any portion thereof, including, without limitation, any mortgage (and nothing in this paragraph shall be deemed to modify or amend such mortgage); (e) all visible easements and rights-of-way; (f) all easements and rights-of-way, encroachments, or discrepancies shown on, or revealed by, a Plat or otherwise existing; (g) an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the Property at such time as construction of all Development improvements is complete; (h) all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities; and (i) **TO EACH OF THE EASEMENTS, COVENANTS, CONDITIONS and RESTRICTIONS CONTAINED IN THIS DECLARATION.**

3.02 **Division into Lots.** The Development is or will be divided into sixty-three (63) numerically numbered Lots, as set forth and described on the Plats, with appurtenant and equal rights and easements of use and enjoyment in and to the Development's Common Areas, as well as appurtenant obligations pertaining to assessments, maintenance, and similar matters, as set forth in the Declaration and the Bylaws embodied therein.

ARTICLE IV

DUTIES AND OBLIGATIONS OF OWNERS

4.01 Maintenance and Repairs. Each Owner shall, at their own cost and expense, maintain their Lot and Unit constructed thereon, in good condition and repair at all times. In the event of the damage or destruction of any Unit, the Owner of the Lot upon which such Unit is situated shall either rebuild the same within a reasonable time or shall raze the remains thereof so as to prevent the unsightly appearance and dangerous condition of a partially destroyed structure in the Development. **The painting or repainting, remodeling, rebuilding or modification of any Unit exteriors, or parts thereof, must first be submitted to and approved by the DRC pursuant to its procedures.** Each Owner of any Lot/Unit in the Development has the affirmative duty to do everything possible to keep their Lot, Unit, and other improvements in good and attractive condition and repair at all times. No Owner shall openly or wantonly neglect or fail to perform such duty.

4.02 Owner Insurance Obligations. Notwithstanding any insurance coverage required to be provided herein by the Association, each Unit Owner shall be responsible to procure and maintain in force, at their own cost and expense, the insurance coverage set forth and required under the provisions of Section 8.06 of the Declaration.

4.03 Assessments and Rules Observance. Each Owner shall be responsible for the prompt payment of any Assessments made pursuant to the provisions of the Declaration, including the Bylaws, and for the observance of the Rules and Regulations promulgated by the Association's Board from time to time pursuant to Section 12.03 of the Declaration. Owners in violation of the provisions of this Section 4.03 will not be deemed to be in good standing for Association voting purposes and may subject their Lot/Unit to lien and collection procedures as provided herein.

4.04 Transfer of Interests. Except for obligations already accrued, Owners who, for other purposes of security, transfers all of their interest in their Lot/Unit to another, either voluntarily or by operation of law, shall be relieved of all obligations incurred under this Declaration following such transfer.

ARTICLE V

PROPERTY RIGHTS; CONVEYANCES AND EASEMENTS

5.01 Easement Concerning Common Areas. Each Lot/Unit shall have appurtenant thereto a nonexclusive right and easement of use and enjoyment in and to the Common Areas for their intended purposes; subject, however to the provisions of Section 5.04, below. Such right and easement shall be appurtenant to, and shall pass with title to, each Lot/Unit and shall in no event be separated therefrom.

5.02 Form of Conveyancing. Any deed, lease, mortgage, deed of trust, purchase contract or other instrument conveying or encumbering title to a Lot/Unit shall describe the interest or estate involved substantially as follows:

Lot ____, Plat ____, Spring Creek Townhomes, a Planned Unit Development, Provo, Utah County, Utah; subject to the Declaration of Protective Easements, Covenants, Conditions and Restrictions of Spring Creek Townhomes, a Planned Unit Development, recorded in the Office of the Utah County Recorder as the same may have heretofore been amended or supplemented. Together with a right and easement of use and enjoyment in and to the Common Areas described in said Declaration as the same may have heretofore been amended or supplemented.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot/Unit.

5.03 Title to and Taxation of Common Areas. Consistent with the provisions of Utah Municipal Code, Section 10-9a-606, title to the Development's Common Area real property shall not be separately owned or conveyed independent of the Lots/Units created by the Plat containing such Common Area. For purposes of tax assessment, ownership of such property shall be divided equally among the Lots/Units.

5.04 Limitation on Common Area Easement. Each Lot's/Unit's appurtenant right and easement of use and enjoyment of the Common Areas shall be subject to the following:

- (A) The right of the Association, as provided in Section 12.03, to govern by reasonable Rules and Regulations the use of the Common Areas so as to provide for the enjoyment thereof in a manner consistent with the collective rights of all of the Owners; and
- (B) The right of the City, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any private street or driveway, parking area, walkway, easement, or open area contained within the Common Areas for the purposes of providing police and fire protection and providing any other governmental or municipal service.

5.05 Utility Easements. Each Lot/Unit is subject to appurtenant easements for underground lines for utility purposes under and through such portions of the Common Areas as are comprised of roads, walkways and landscaped areas. If any Owners utilize such easement rights with respect to their Lot/Unit, they shall be responsible for the restoration to its former state of any portion of the Common Areas which may have been disturbed or damaged as a result.

5.06 Easements for Encroachments. If any structure or Unit improvement (including without limitation, roof or deck overhangs) constructed on any Lot to which this Section 5.06 applies, whether or not constructed in replacement of the structure or improvement previously located thereon (so long as such structure or improvement is in substantially the same configuration and location as such prior structure or improvement) now or hereafter encroaches upon any other Lot or upon any portion of the Common Areas, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure (including without limitation, roof or deck overhangs) on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to substantially duplicate the location and configuration of the structure so destroyed, minor encroachments of such structure upon any other Lot or upon any portion of the Common areas due to the reconstructed structure's being in a slightly different location than its

predecessor, shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as the continue, shall exist.

5.07 Landscape Maintenance Easement. Each Owner, by acquiring or in any way becoming vested with an Owner's interest in a Lot/Unit, irrevocably grants to the Association an easement to those portions of the Lot that may be exterior to the actual foundations of the Owner's Unit constructed upon such Lot; provided, that such easement shall not apply to any portion of such Lot enclosed by a patio fence, if any, which attaches to the residence, in which case the easement shall apply to portions of the Lot exterior to such fence. The purpose of such easement is to provide for uniform landscape maintenance of Common Areas within the Development. The easement and the area covered thereby shall be deemed to be Common Area for such purposes only but not for purposes of ownership, title or payment of taxes. The Association shall maintain, repair, replace, and landscape the Common Area and Improvements. Landscape maintenance shall include, but not be limited to, lawn mowing, fertilizing, and snow removal. Such landscaping maintenance is paid for through Owner's monthly HOA Fees. Personal landscaping is welcome but requires approval by the Association.

ARTICLE VI

USE RESTRICTIONS

6.01 Use of Common Areas. The Common Areas shall be used only in a manner (a) consistent with the community nature; (b) consists with the use restrictions applicable to Lots and Units set forth herein; (c) as set forth in any Rules and Regulations adopted by the Board pursuant to Section 12.03; and (d) as may be required for purposes deemed necessary by the City.

6.02 Residential Use. The Property is zoned for, and is restricted to, single family residential use and occupancy as defined and interpreted by the City zoning ordinances. Each Lot, Unit and Owner are subject to the uses and restrictions imposed by such zoning. No Lot or Unit shall be used, occupied, or altered in violation of such ordinance to create a nuisance, or to interfere with the rights of any other Owner. All Units shall be used for private single-family residential purposes.

6.03 Prohibited Use and Nuisances. The following uses and practices are specifically prohibited, in addition to any additional prohibitions which may, from time to time, be adopted by the Board in Rules and Regulations adopted pursuant to Section 12.03 of the Declaration, or which may in contravention of provisions of the City's Enabling Ordinance:

(A) No lease of any Unit shall be for less than the whole thereof. Each lease shall contain a provision that the same is subject to the provisions of the Declaration.

(B) No animals, livestock, or poultry of any kind shall be permitted on any Lot or within any Unit except such domesticated household pets or birds as are allowed pursuant to Rules and Regulations, including leash laws, adopted by the Board pursuant to Section 12.03 of this Declaration. Owners' are required to clean up after their pets, no exception.

(C) All parking within the Development shall be reserved for Owners, Tenants of Owners, and their guests. No overnight vehicle parking is permitted for any non-resident vehicles of

any kind within the Development. Parking regulations, including permitting, may be imposed by the Association.

(D) There is to be no driveway storage of any type, including, but not limited to, vehicular storage.

(E) The Association, pursuant to Section 12.03 of this Declaration, shall adopt a parking enforcement policy that requires strict adherence to the parking provisions set forth in this Section 6.03 and any City Ordinances, and which provides penalties for noncompliance.

(F) No Unit within the Development shall (i) contain any coal or wood-burning fireplace, stove, or other similar device unless the same is EPA approved or unless such fireplace, stove or other device is electric or fueled by natural gas only; or (ii) contain any swamp cooler or window-mount air conditioner.

(G) Garbage collection containers shall always be stored within designated fenced areas . All garbage shall be placed into collection containers and nothing shall be deposited outside the container but inside the fenced area.

(H) A noise Ordinance will be invoked between 10:30 p.m. and 6 a.m.

(I) All outside lighting is for security purposes and lights shall be replaced the day that they burn out. If a burnt-out light is left unchanged for 72 hours, the Association will change it for a \$25 fee at the Owner's expense.

ARTICLE VII

DESIGN REVIEW

7.01 Original Construction. Developer intends to construct the Development, its Lots and Units pursuant to applicable City planning and zoning approvals and permits, development agreements and any construction plans and specifications embodied and set forth by Spring Creek Townhomes Development. All original construction by Declarant shall be and hereby is approved.

7.02 Design Review Committee. The Board of Directors of the Association shall appoint a Design Review Committee (the "DRC"), the purpose and function of which shall be to ensure that all improvements and landscaping within the Development harmonize with and conform to city and Development guidelines. The DRC need not be composed entirely of Owners. If the DRC is not appointed, the Board itself, or certain appointed members thereof, shall perform the duties required of the DRC until it makes such appointments.

7.03 Submission to DRC. Except for original construction by Declarant, no Unit, accessory of, or addition to, a Unit which is visible from the Common Areas shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Unit or any part thereof, except for glass surfaces, shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the DRC.

7.04 Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the DRC shall use its best judgement to ensure that all improvements, construction, landscaping, and alterations within the Development conform to and harmonize with the Development Guidelines and with existing surroundings and structures. Any residential structure hereafter constructed on any Lot in replacement of a structure previously located thereon shall be constructed in substantially the same configuration, location and architectural style and be approximately the same size as the prior structure; and, if the plans and specifications therefor meet such criteria, the DRC must approve the same.

7.05 Approval Procedure. Except as provided in Section 7.03, any plans and specifications submitted to the DRC shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the DRC fails to take any action within such specified period, it shall be deemed to have approved the material submitted except in those aspects that such material is not in conformity with the applicable City Code or provisions of this Declaration, as to which aspects it shall be deemed disapproved.

7.06 Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the DRC shall be diligently pursued to completion. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy portions of the Common Area in the vicinity of the activity, provided that they shall promptly restore such areas to their prior condition when the use thereof is no longer required.

7.07 Liability for Damages. Neither the DRC nor any member thereof shall be liable damages by reason of any action, inaction, approval, or disapproval taken or given without malice by the DRC or such member with respect to any request made pursuant to this ARTICLE VII, provided that the DRC's process for approval or disapproval of any action is reasonable and not grossly negligent.

7.08 Declarant's Obligation. Declarant hereby covenants in favor of each Owner (i) that all original construction by Declarant, including Units, and structural Common Areas within the Development will be architecturally compatible with respect to each other; and (ii) on the date on which a Plat is recorded in the Public Records, all Lots and Common Areas of the Development will be located in the approximate locations shown on such Plat.

ARTICLE VIII

INSURANCE

8.01 Insurance. The Association shall secure or cause to be secured such policies of liability insurance for bodily injury and property damage, fire and hazard insurance, fidelity bond coverage, or other types of insurance to insure the Common Areas and Association or the Owners and others against such risks as the Association may deem advisable. Such insurance policies shall provide such coverage and protections, provide such insurable amounts, and contain such endorsements as deemed advisable by the Association.

8.02 Owner Insurance. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage, or other insurance covering any Unit and acts and

events thereon and personal property located therein. Accordingly, Owners of Units in the Development are advised to obtain fire, extended coverage, and liability insurance to the full replacement value of their Unit and personal property.

ARTICLE IX

RIGHTS OF MORTGAGEES

9.01 Title and Mortgage Protection. A breach of any of the covenant, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Lot or any other portion of the Property. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair, or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, any Mortgagee interested under any Mortgage affecting a Lot or any other portion of the Property shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration (other than those, if any, concerning a consent or approval to be given by a Mortgagee, in the event a Mortgagee's failure to give the same is wrongful). No amendment to this Declaration shall in any way affect the rights of any Mortgagee interested under a Mortgage which is in effect at the time of the amendment concerned or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

9.02 Preservation of Common Area. The Common Areas shall remain substantially of the same character, type and configuration as when such Common Areas became part of the Development. Unless the Association shall receive the prior written approval of (a) all first Mortgagees of Lots; and (b) the Owners of all Lots, the Association shall not be entitled by act or omission to abandon, partition, subdivide, encumber, sell, transfer or materially modify the Common Areas, except to grant reasonable easements for utilities, ingress and egress, and similar or related purposes.

9.03 Right to Pay Taxes and Charges. Mortgagees may but shall have no obligation to pay taxes or other charges which are in default and which may or may not have become a charge against any portion of the Common Areas and may pay overdue premiums on insurance policies pertaining to the Common Areas, or secure new insurance coverage pertaining to the Common Areas on the lapse of a policy. Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

9.04 No Priority Accorded. No provision of this Declaration gives or may give a Lot Owner or, any other party, priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Lot Owners of insurance proceeds or condemnation awards for loss to, or taking of, Lots and/or Common Areas.

9.05 Construction. In the even another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority, as the case may be, applicable to the Association with respect to the subject concerned.

ARTICLE X

PARTY WALLS

10.01 General Rules of Law to Apply. Each wall to be built as a part of the original construction of any Unit and placed substantially on a dividing line between any two Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this ARTICLE X, the general rules of law regarding party walls and liability for damage due to negligence or willful acts or omissions shall apply thereto.

10.02 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

10.03 Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it. If another Owner thereafter makes use of the wall, such other Owner shall contribute to the cost of restoration thereof in proportion to such use; provided that the foregoing provision shall not prejudice the right of any Owner to call for a larger contribution from another Owner under any rule of law regarding liability for negligent or willful acts or omissions (including failure to adequately insure).

10.04 Weatherproofing Repairs. Notwithstanding any other provision of this ARTICLE X, an Owner who, by their negligent, willful or omissive act, causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. Temporary weatherproofing shall be made permanent within three months from the date of damage or destructions.

10.05 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this ARTICLE X shall be appurtenant to the land and shall pass to such Owner's successors in title.

ASSOCIATION BYLAWS

THE ASSOCIATION'S BYLAWS ARE HEREBY EMBODIED IN THIS DECLARATION AS ARTICLES XI, XII AND XIII. THE MISCELLANEOUS PROVISIONS OF ARTICLE XIV OF THIS DECLARATION SHALL BE APPLICABLE TO BOTH THE DECLARATION AND BYLAWS PROVISIONS, AS THE CASE MAY BE.

ARTICLE XI

BYLAWS - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

11.01 Membership. Every Owner, upon acquiring title to a Lot, shall automatically become a member of the Association and shall remain a member thereof until such time as their ownership of such Lot ceases, for any reason, at which time their membership in the Association with respect to such Lot shall automatically cease and the successor Owner shall become a member. Membership in the Association is mandatory, appurtenant to, and is not separated from, the ownership of the Lot giving rise thereto.

11.02 Voting Rights. The Association shall initially have two classes of voting memberships, Class A and Class B, votes of both classes being of equal value as to all matters, **except for determining the presence or absence of a quorum at Association meetings, in which case such determination shall be made as if there were no Class B voting rights:**

(A) **Class A.** Each Owner, including Declarant, shall be a Class A member entitled to one vote for each Lot in which such Owner holds the interest required for Association membership.

(B) **Class B.** Declarant shall be the only member entitled to Class B voting rights which shall entitle Declarant to one vote for each Class A vote outstanding at the time (including those Class A voting rights to which Declarant is entitled). Class B voting rights shall terminate and become a nullity on the earlier of:

(1) the expiration of sixty (60) days following the date of which the total outstanding Class B voting rights to which Declarant is entitled for Lots/Units sold to third party purchasers equal fifty-three (53); or

(2) upon the surrender of the Class B voting rights by Declarant in writing to the Association.

Upon termination of the Class B voting rights, all members, including Declarant, shall have equal Class A voting rights as to all matters.

11.03 Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot/Unit, the single vote relating to such Lot/Unit shall be exercised as such Owners may determine between or among themselves, but in no event shall more than the single vote appurtenant to such Lot/Unit be cast with respect to any single issue. A vote cast at any Association meeting or

by written consent by any such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the applicable Lot/Unit unless objection is made at the meeting or in writing by another Owner of the same Lot/Unit, in which event no vote will be counted with respect to such Lot/Unit, except to determine the presence or absence of a quorum.

11.04 Records of Ownership. Every Owner shall promptly cause to be duly filed of record in the Public Records the conveyance document (or in the case of a contract buyer, a copy of the recorded sales contract or notice of interest) to them of their Lot/Unit and shall file a copy of such conveyance document with the Secretary of the Association, who shall maintain a record of ownership of all Lots/Units. Any Owner who mortgages their Lot/Unit or any interest therein shall notify the Secretary of the Association of the name and address of the Mortgagee and also of the release or change of any such Mortgage as it occurs. The Secretary of the Association shall maintain all such information in a book entitled "Records of Ownership." The Association may at any time obtain and rely on information from the Public Records regarding the Owners and Mortgagees of Lots/Units.

11.05 Place of Meeting. Meetings of the Association shall be held at such suitable place convenient to the Owners as may be designated by the Secretary of the Association in the notice thereof.

11.06 Annual Meetings. Annual meetings of the membership of the Association shall be held each year beginning in the year 2019 on such month, day and time as is set forth in the notice therefor; provided, that after the first such annual meeting, a month other than the month of the initial meeting may be chosen if it is deemed by the membership to be more convenient. At such annual meetings there shall be elected Directors of the Board, as needed, pursuant to the provisions of the Declaration. Financial and budget reports shall also be presented at such meetings as well as other business of the Association properly placed before such meeting.

11.07 Special Meetings. The President shall call a special meeting of the Owners: (a) as directed by a resolution of the Board; or (b) upon a petition signed by Owners holding at least thirty percent (30%) of the total Class A votes of the Association having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice therefor unless consented to by a majority of the Owners present thereat, either in person or by proxy.

11.08 Notice of Meetings. The Secretary shall mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place of the meeting to each Owner of record at least ten (10), but not more than twenty (20) days prior to such meeting. The mailing of notice by prepaid US Mail or by delivery in person shall be considered notice served.

11.09 Quorum. Except as provided in Section 13.10, Owners present in person or by proxy at any membership meeting duly called pursuant to notice shall constitute a quorum at all meetings, both annual and special; provided, however, that such Owners collectively be entitled to cast at least forty percent (40%) of the total Association votes eligible to vote.

11.10 Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum is not present, the Owners who are present either in person or by proxy may adjourn the meeting to a time not less than forty eight (48) hours nor more than thirty (30) days from the time the original meeting was called, at which time the requirements for a quorum shall be reduced by one-half (1/2) of that required at the immediate preceding meeting.

11.11 Officer. The Association shall have a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board. The Board may, if needed, appoint an Assistant Secretary and Assistant Treasurer who need not be from the Board. Only the offices of Secretary and Treasurer may be filled by the same person. The officers shall be elected by the Board in an organizational meeting of the Board to be held immediately following each annual meeting of Owners at which any member of the new Board has been elected; provided, that until the Board is elected by the Owners pursuant to Section 11.13, the Association duties may be performed by Declarant pursuant to the provisions of Section 11.12.

(A) **President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties that are usually vested in the office of president of a similar type association.

(B) **Vice-President.** The Vice President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act. If neither the President nor Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board.

(C) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association. The Secretary shall have charge of such books and records as the Board may direct and shall, in general, perform all duties incident to the office of Secretary of a similar type association.

(D) **Treasurer.** The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all money and any other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

11.12 Initial Composition of Board: Declarant Control. Declarant alone shall have the right to (a) select the initial Board of Directors which may be composed of three Directors, none of whom need to be Owners; or (b) perform the duties of the Board in place of the Board. Such right of the Declarant to appoint the Board, or to perform its duties, shall remain in Declarant until the termination of the Class B voting rights as provided in Section 11.02(b), at which time the Association shall proceed to elect members of the Board in accordance with the Association's Bylaws as set forth in Section 11.13.

11.13 Board of Directors: Owner Control; Composition, Election, Vacancies. Subject to the provisions of Section 11.12, the Board shall be composed of seven Directors, each of whom shall be an Owner (or an officer, director, or agent of a non-individual Owner). At the first annual meeting of Owners to elect a Board of Directors, three shall be elected to a three-year term, two to a two-year term, and two to a one-year term. As Directors' terms expire, new Directors shall be elected for three-year terms and shall serve on the Board until their successors are elected. Vacancies on the Board shall be filled by the remaining Directors from among the Owners. An appointee shall serve

until the next annual meeting of Owners when either they or their successor shall be elected for the unexpired term of the Director they were appointed to replace.

11.14 Indemnification of Board. Each of the Directors shall be indemnified and held harmless by the Lot Owners against all costs, expenses, and liabilities whatsoever (excluding fraudulent and/or criminal actions) including, without limitation, attorney fees reasonably incurred in connection with any proceeding in which such Director may become involved by reason of being or having been, a member of the Board.

11.15 Board Meetings, Quorum, Board Action. The Board of Directors shall establish its rules for meeting, whether regular or special. A majority of current Board members shall constitute a quorum of the Board. The action of a majority or those Directors attending a meeting at which a quorum is present shall be sufficient to constitute the action of the Board. Action by consent shall require the unanimous written consent of all serving Directors.

ARTICLE XII

BYLAWS - DUTIES AND POWERS OF THE ASSOCIATION

12.01 Duties of the Association. The Association, through its Board of Directors, is responsible for the maintenance of the Common Areas; the determination, imposition and collection of Assessments; the enforcement of the provisions of this Declaration; and, in general, the preservation of the residential quality and character of the Development to the benefit and general welfare of the Owners. Without limiting any other duties which may be imposed upon the Association by its Articles, Bylaws, or the Declaration, the Association shall have the obligation and duty to do and to perform the following:

- (A) Accept all Owners as members of the Association;
- (B) Accept title to all Common Area personal property conveyed to it, whether by Declarant or by others, but may refuse if the same is not free and clear of liens and encumbrances;
- (C) Maintain, repair and replace structural Common Areas;
- (D) In connection with its duties to maintain and repair Common Areas, the Association shall provide maintenance and repair upon any private roads and drives within the Development. The Association shall also maintain and repair all Common Area landscaping and plantings;
- (E) Pay and account for all items of Common Expenses;
- (F) Obtain and maintain in force the policies of insurance or bonds required of it by the provisions ARTICLE VIII of the Declaration; and
- (G) File or cause to be filed as required U.S. Income Tax Return for Homeowners Associations (IRS Form 1120-H)

12.02 Power and Authority of the Association. The Association shall have all the powers set forth in its Articles and Bylaws, together with its general powers as a nonprofit corporation, and

the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of the Declaration and the Bylaws, as well as the Utah Revised Nonprofit Corporation Act. Without in any way limiting the generality of the foregoing, the Association shall have the following powers;

(A) At any time, and from time to time, and without liability to any Owner for trespass, damage or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Lot or improvement, as required by the provisions of the Declaration, and to levy a Specific Assessment therefor upon the Lot of such Owner. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration, the Bylaws or any Rules and Regulations promulgated by the Board pursuant to Section 12.03 hereof; or to enforce by mandatory injunction, or otherwise, any of the provisions of the Declaration, the Bylaws and such Rules and Regulations.

(B) In fulfilling any of its duties under the Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas (and Lots to the extent necessitated by the failure to do so of the Owners of such Lots), or in exercising any of its rights to construct improvements or other work upon any of the Common Areas, the Association shall have the power and authority to obtain, contract and pay for:

- (1) Construction, maintenance, repair and landscaping of the Common Areas on such terms and conditions as the Board shall deem appropriate;
- (2) Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of the Association, the members of the Board, and the Owners;
- (3) Such Common Area related utility services as the Board may from time to time deem necessary or desirable;
- (4) The services of architects, engineers, attorneys, certified public accountants, and such other professional or nonprofessional services as the Board may deem desirable;
- (5) Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any portion of the Development; and
- (6) Such materials, supplies, equipment, services and labor as the Board may deem necessary.

12.03 Association Rules and Regulations. The Board from time to time, subject to and not inconsistent with the provisions of the Declaration or the Bylaws, may adopt, amend, repeal and enforce reasonable Rules and Regulations governing, among other things: (a) all matters concerning the use and enjoyment of the Common Areas, and the conduct of Owners, their guests and invitees within the Development; (b) the collection and disposal of refuse; and (c) uses and nuisances pertaining to the Development.

12.04 Managing Agent. The Association may engage (but is not required to do so) a responsible corporation, partnership, firm, person or other entity, as the Managing Agent to manage, control, and administer the Common areas, subject at all times to direction by the Board with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be reasonable as specified by the Board. Any agreement appointing a Managing Agent shall be terminable by either party, with or without cause, and without payment of any termination fee, upon thirty (30) days' written notice thereof. Any Managing Agent shall be an independent contractor and not an employee.

12.05 Limitation of Liability. No member of the Board, acting in good faith, shall be personally liable to any Owner, guest, tenant or any other person for any error or omission of the Association, its representatives and employees, the Board, any committee of the Board, or the Managing Agent.

ARTICLE XIII

BYLAWS - ASSESSMENTS

13.01 Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with their interest in a Lot/Unit, be deemed to covenant with, and agree to pay to the Association the Assessments described in this ARTICLE XIII, as, and when levied, together with late payment fees, interest and costs of collection, if and when applicable. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which the Assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Lot at the time the Assessment is levied. No Owner may exempt themselves or their Lot/Unit from liability for payment of Assessments by waiver of this rights in the Common Areas, or by abandonment of their Lot. In a voluntary conveyance of a Lot/Unit, the grantee thereof shall be jointly and severally liable with the grantor for all unpaid Assessments, late payment fees, interest and costs of collection, including reasonable attorney's fees, all of which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

13.02 Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the Development and the collective interest of the Owners therein, including, but not limited to, payment of the Common Expenses and any other expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under the Declaration, the Articles, the Bylaws, or the Rules and Regulations.

13.03 Annual Assessments. Annual Assessments shall be computed and assessed against all Lots in the Development based upon advance estimates of the Association's cash requirements, as set forth in Section 13.04, to provide for the payment of Common Expenses.

13.04 Annual Budget. Annual Budgets shall be determined based on a fiscal year ending December 31; provided, however, the first fiscal year shall begin upon the close of sale of the first Lot/Unit in the Development to the first purchasing Owner. On or before December 15th of each fiscal year thereafter, the Board shall prepare and furnish to each Owner an operating budget for the upcoming fiscal year. The operating budget for the first fiscal year shall be prepared and furnished to each owner on or before such Owner's initial purchase. The budget shall itemize the estimated cash

requirements for such fiscal year, anticipated receipts, and any deficit or surplus from the previous operating period. The budget shall serve as the supporting document for the Annual Assessments for each upcoming fiscal year, and as the major guideline under which the Development shall be operated during such fiscal period.

13.05 Notice and Payment of Annual Assessments. Except with respect to the short period of its first fiscal year, as provided in Section 13.04, the Association shall notify each Owner as to the amount of the Annual Assessment against their Lot/Unit on or before December 15th of the year preceding the year for which such Annual Assessment is made. Each Annual Assessment shall be payable in twelve (12) equal monthly installments, with each such installment due and payable on the first day of each calendar month and late after the fifth day of each month. Any payment not made after the 5th, shall incur an 18% interest charge and late fee.

As of January 1, 2019, Annual Assessments are in the amount of \$1,404.00, payable in monthly installments of \$117.00. This amount may change as the Association deems reasonable.

13.06 Initial and Transfer Fees. Each Owner (other than the Declarant), shall be required to prepay at the time of purchase of their Lot/Unit, **whether as a first time or a subsequent Owner**, a sum equal to three times the then monthly installment of the Annual Assessment, which sum shall be in addition to any proration of the Annual Assessment which may be due for the month in which such purchase takes place. The fees required by this Section 13.06 shall become part of the Association's general fund to be utilized as necessary for payment of Common Expenses and as administration costs in setting up new Owner records.

13.07 Special Assessments. The Association may levy Special Assessments for the purpose of defraying, in whole or in part; (a) any Common Expense or other expenses not reasonably capable of being fully paid or anticipated with funds generated by Annual Assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required addition to, or replacement of, infrastructure or improvements within the Common Areas. Any such Special Assessment shall be apportioned among and assessed to all Lots in the same manner as Annual Assessments. Such Special Assessments must be assented to by at least sixty percent (60%) of the votes of the membership which Owners present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least ten (10), but not more than thirty (30), days prior to such meeting date.

13.08 Subordination of Lien to Mortgages. The lien of the Assessments provided herein shall be subordinate to the lien of any Mortgage given in the first instance to a bank, savings and loan association, insurance company or other institutional lender; and the holder of any such Mortgage or a purchaser who comes into possession of or becomes the Owner of a Lot/Unit by virtue of the foreclosure of such Mortgage, or the exercise of a power of sale under such Mortgage, or by deed in lieu of foreclosure, shall take free of such Assessment lien as to any Assessment installment which accrues or becomes due prior to the time such holder or purchaser comes into possession or ownership of such Lot/Unit; provided, that to the extent there are any proceeds of the sale on foreclosure of such Mortgage, or be exercise of such power of sale, in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer of a Lot/Unit in connection with any foreclosure of a Mortgage shall relieve the same from the lien of any Assessment installment, or portions thereof, thereafter becoming due.

13.09 **Declarant's Covenant for Assessments.** Notwithstanding anything to the contrary herein, the Declarants shall not be obligated to pay any Assessments on any Lot/Unit owned by it/them until such time as the earlier of the following two events occurs: (a) certificates of permanent occupancy are issued by Provo City and the Lots/Units are sold or rented; or (b) Declarant elects in writing to pay the Assessments.

ARTICLE XIV

GENERAL PROVISIONS

14.01 **Notices.** Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person names as the Owner, at the latest address for such person, as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Managing Agent as reflected in the Association's records.

14.02 **Condemnation.** If at any time or times an insubstantial or minor part of the Common Area or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Association and shall be used by the Association to the extent necessary for restoring or replacing any improvements on the remainder of the Common Area. In the event of any other taking or condemnation, the interests of the Association, the Owner and Mortgagees shall be as they may appear.

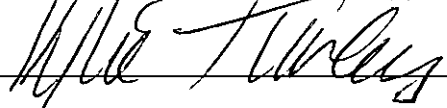
14.03 **Enforcement of Restrictions.** The Association, any Owner, or any Mortgagee, shall have the right to exercise or seek any remedy at law or in equity to interpret, enforce compliance with, or obtain redress for violation of, this Declaration. The prevailing party in any such action shall be entitled to collect court costs and reasonable attorney's fees.

14.04 **Duration/Termination.** This Declaration shall remain in effect until such time as there is recorded in the Public Records, following the approval of the City authorizing such termination, and instrument of termination which incorporates and recites the authority of such municipality and which is executed by at least eighty percent (80%) of the total outstanding votes of the Association, plus the mortgagee of each and every Lot.

14.05 **Effective Date.** This Declaration, and any amendment or supplement thereto, shall take effect upon being filed for record in the Public Records.

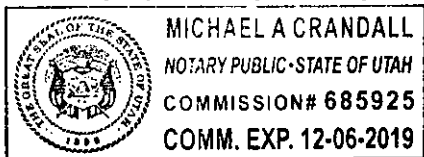
EXECUTED by Declarants on the day and year first above written.

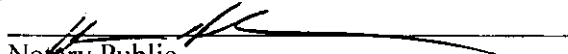
WESTERN COMMUNITY CROSSROADS, LC



State of Utah)
County of Utah)

The foregoing instrument was acknowledged before me this March 7th, 2019, by KYLIE TURLEY, Manager of WESTERN COMMUNITY CROSSROADS, LC, a Utah limited liability company, on behalf of the company. She is personally known to me and has produced Utah Driver License as identification.




Notary Public

SPRING CREEK TOWN HOMES – PHASE 1, INC.

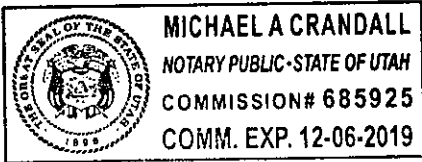
[Handwritten Signature]

State of Utah)
County of Utah)

The foregoing instrument was acknowledged before me this March 7th, 2019, by STEVE TURLEY, President of SPRING CREEK TOWN HOMES – PHASE 1, INC., a Utah corporation, on behalf of the corporation. He is personally known to me and has produced Utah Driver License as identification.

[Handwritten Signature]

Notary Public



SPRING CREEK TOWNHOMES – PHASE 2, INC.

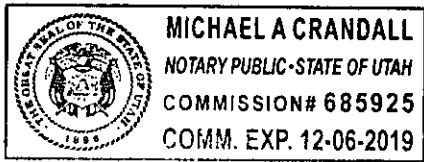
[Handwritten Signature]

State of Utah)
County of Utah)

The foregoing instrument was acknowledged before me this March 7th, 2019, by STEVE TURLEY, President of SPRING CREEK TOWNHOMES – PHASE 2, INC., a Utah corporation, on behalf of the corporation. He is personally known to me and has produced Utah Driver License as identification.

[Handwritten Signature]

Notary Public



SPRING CREEK TOWNHOMES – PHASE 3, INC.

[Handwritten Signature]

State of Utah)
County of Utah)

The foregoing instrument was acknowledged before me this March 7th, 2019, by STEVE TURLEY, President of SPRING CREEK TOWNHOMES – PHASE 3, INC., a Utah corporation, on behalf of the corporation. He is personally known to me and has produced Utah Driver License as identification.

[Handwritten Signature]

Notary Public



SPRING CREEK TOWNHOMES – PHASE 4, INC.

[Handwritten Signature]

State of Utah)
County of Utah)

The foregoing instrument was acknowledged before me this March 7th, 2019, by STEVE TURLEY, President of SPRING CREEK TOWNHOMES – PHASE 4, INC., a Utah corporation, on behalf of the corporation. He is personally known to me and has produced Utah Driver License as identification.

[Handwritten Signature]

Notary Public

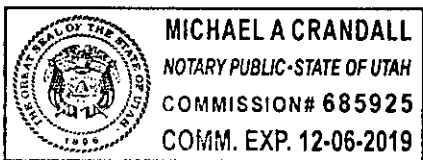


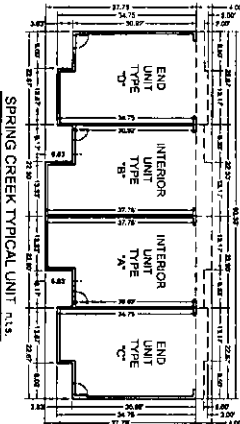
Exhibit "A"

Beginning at a point located North 00°47'03" West along the section line 849.94 feet and West 806.57 feet from the Southeast Corner of Section 7, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence North 89°59'50" West along an existing fence 600.82 feet to a fence corner; thence North 00°11'16" East 225.04 feet to fence corner; thence North 00°36'17" East along an existing Fence line 66.44 feet to an existing fence corner; thence South 89°09'23" West along an existing fence line 4.82 feet to a Boundary Line Agreement, Entry 6752, Year 2002; thence North along said boundary line agreement 72.74 feet to a Boundary Line Agreement, Entry 130248, Year 2004, and existing fence; thence North 89°57'07" East along said boundary line agreement and existing fence 5.93 feet to a fence corner; thence North 00°20'32" East along said boundary line agreement and existing fence 18.35 feet to an existing fence line; thence South 89°41'16" East along an existing fence 469.84 feet; thence South 128.57 feet to an existing fence line; thence North 89°53'51" West along an existing fence 131.66 feet; thence South 00°09'49" West along an existing fence 116.12 feet to a fence Intersection; thence South 89°59'53" East along an existing fence 259.20 feet; thence South 00°28'12" East 135.52 feet to the point of beginning.

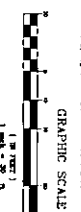
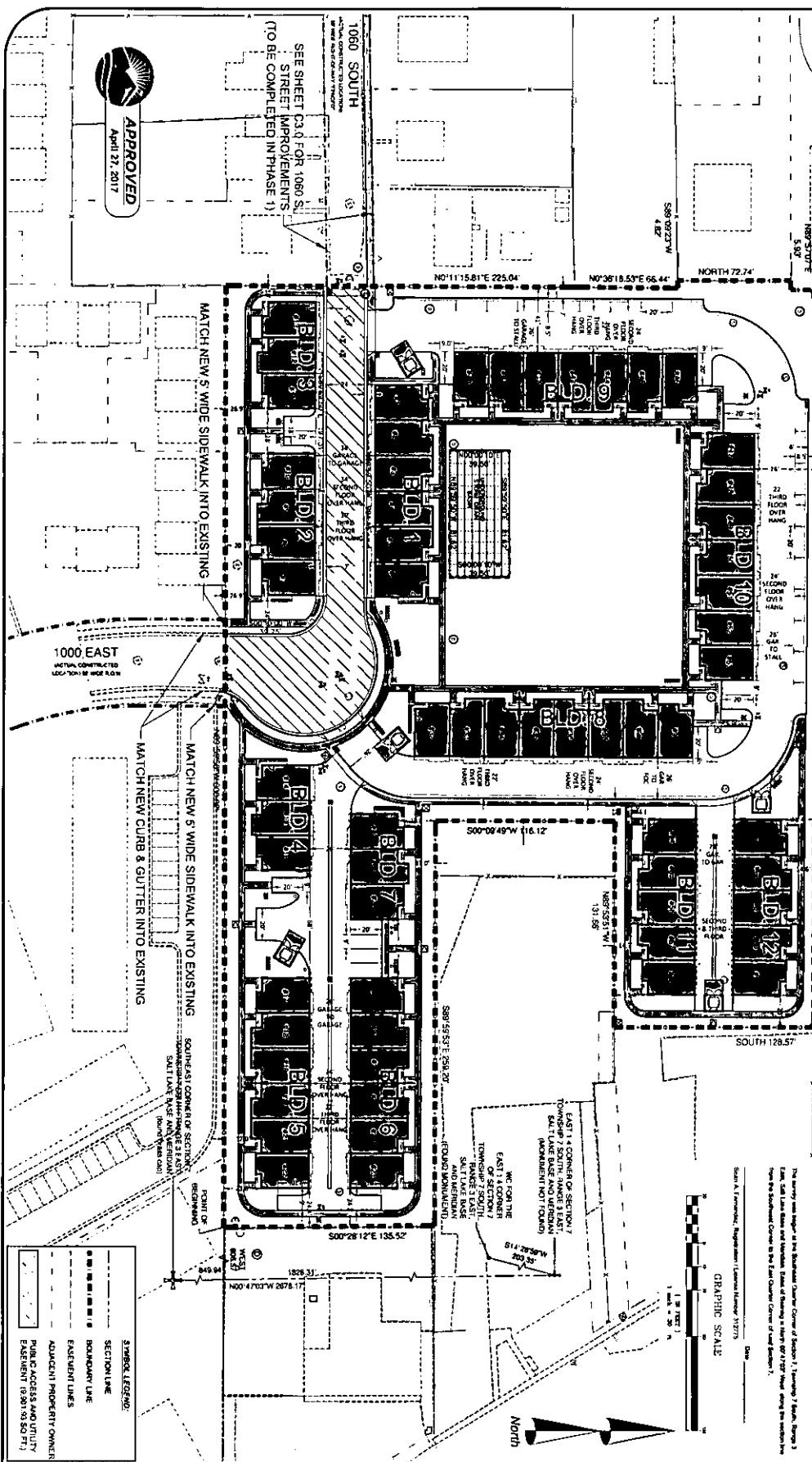
Curve #	Length	Radius	Delta	Chord	Direction	Chord Length
C1	30.34	24.00	80.14	54.41	S44.55° E	13.41
C2	17.81	48.00	22.73	57.87	46.1° W	17.73
C3	128.64	43.00	165.00	130.77	44.1° W	69.73
C4	18.72	20.00	35.80	14.51	25.11° E	18.44



SEE SHEET C2.0 FOR 1060 S. STREET IMPROVEMENTS (TO BE COMPLETED IN PHASE 1)

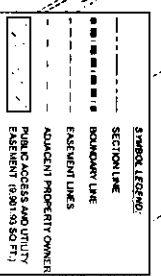


- Spring Creek Development**
 Existing Zone: LDR (14 1/4)'
 Proposed Multi-Family Units: 63 (3 bedroom units)
 Required Parking: 142 stalls (63 x 2.25 standard)
 Proposed Parking: 162 stalls
 2 Car Garage (20'x20' min.): 128
 Uncovered Stalls (9'x18 min.): 18, Parallel Stalls (8'x20' min.): 20
 Total Parking Stalls: 162 (2.57 stalls/unit)
 Proposed Sidewalks: 20' Front & Rear, 10' Side, 15' from another Building
- Site Notes:**
- All open space and amenities are to be maintained by the home owners association or property owner.
 - All improvements are to be built according to Provo City Details and Standards.
 - All open space other than amenities will be covered in sod.
 - Garage dimension 20'x20' min.
 - All stalls 9'x18' min.
 - All buildings facing each other along the driveways shall be a minimum of 20' apart from ground level and up to maintain a working space for fire department.



The Survey was made by the National Center of Section 7, Township 7 South, Range 3 East, Salt Lake State and National Center of Surveying & Mapping, Provo, Utah, on or about the 15th day of February, 2019. The Survey was made by the National Center of Section 7, Township 7 South, Range 3 East, Salt Lake State and National Center of Surveying & Mapping, Provo, Utah, on or about the 15th day of February, 2019. The Survey was made by the National Center of Section 7, Township 7 South, Range 3 East, Salt Lake State and National Center of Surveying & Mapping, Provo, Utah, on or about the 15th day of February, 2019.

SPRING CREEK DEVELOPMENT
 located in the Southeast Quarter of Section 7,
 Township 7 South, Range 3 East,
 Salt Lake Base and Meridian



C2.0
 SHEET
 OF
 119 - 1200

Spring Creek Development
 Premier Realty Investments, LLC
SITE PLAN

A.L.M. & Associates, Inc.
 Engineering · Surveying · Development · Planning
 2230 North University Parkway, Building 60, Provo, Utah 84604 ph: (801) 374 - 6262