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MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: THE CROSSINGS 78B LLC

the **Crossings**
AT LAKE CREEK

Third Amended Master Declaration of
Covenants, Conditions and Restrictions

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**THIRD AMENDED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR

THE CROSSINGS AT LAKE CREEK

THIS THIRD AMENDED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICIONS (“Third Amendment”, “Declaration”, “Master Declaration”, and/or “CC&Rs”) is made this ____ day of _____, 20 ____ by **TRACEY CANNON**, an individual, **CLOVERSTONE FUNDING, LLC**, a Utah limited liability company, **JOHN GALT ENTERPRISES, LLC**, a Utah limited liability company, **TLC INVESTMENT ENTERPRISES, LLC**, a Utah limited liability company, **WASATCH COMMUNITIES, INC.**, a Utah corporation, and its subsidiaries and assigns, including **THE CROSSINGS AT LAKE CREEK I, LLC**, a Utah limited liability company, **THE CROSSINGS AT LAKE CREEK II, LLC**, a Utah limited liability company, **THE CROSSINGS 2B, LLC**, a Utah limited liability company, **THE CROSSINGS 78B, LLC**, a Utah limited liability company, **THE CROSSINGS 25C, LLC**, a Utah limited liability company, **THE CROSSINGS AT LAKE CREEK X, LLC**, a Utah limited liability company, and **THE CROSSINGS AT LAKE CREEK, LLC**, a Utah limited liability company as changed to **THE CROSSINGS AT LAKE CREEK PH. XIV, LLC**, a Utah limited liability company, all known as “Declarant”.

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property located in Wasatch County, State of Utah, which is described as approximately 336 acres between 2400 East and 3600 East and Center Street (Lake Creek Rd.) and 1200 South, Heber, UT 84032 known as the Crossings at Lake Creek, and further described on Exhibit “A”. The Property shall be developed as a Planned Residential Development to be referred to as **THE CROSSINGS AT LAKE CREEK** (“The Crossings”); and received preliminary plat approval for the entire project consisting of 538 units, which approval was given by both the Wasatch County Planning Commission and Wasatch County Council on November 21, 2002 and November 25, 2002, respectively. All preliminary platted Lots as well as subsequent recorded Development Phases are subject to these CC&R’s. In addition, the Cottage area from 1200 South northward to the Lake Creek Channel are subject to the Board of Adjustment ruling of May 2005.

WHEREAS, Declarant desires and intends to develop the Planned Residential Development for Single Family, Patio Homes and Town Home Dwellings within the Property and to provide for the preservation of the natural amenities and values of the Property and to develop the Property consistent with and in harmony with the natural environment; and

WHEREAS, Declarant has deemed it necessary to establish covenants, conditions, and restrictions which are imposed upon the Property and each and every Lot, Town Home, and portion thereof and upon the use, occupancy, and enjoyment thereof, all for the purpose of enhancing and preserving the value, desirability and attractiveness of said Property; and pursuant to the provisions of this Declaration, to create a Homeowners Association, future Neighborhood Homeowners Associations, and an Architectural Control Committee delegated and assigned the powers of administering and enforcing these covenants;

WHEREAS, there was a Second Amendment version of these CC&Rs that was signed and never recorded dated the September 25th, 2020;

WHEREAS, this Third Amendment supersedes any prior versions of these CC&Rs, and the terms of this Third Amendment control.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, equitable servitudes, and management policies which are for the purpose of protecting the value and desirability of, and which shall run with Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall be for the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1.01. "Architectural Control Committee" and "ACC" shall mean and refer to **THE ARCHITECTURAL CONTROL COMMITTEE**, a subcommittee under the jurisdiction of the Association or Declarant, whose rights and responsibilities are set forth in ARTICLE V.

1.02. "Assessment" or "Assessments" shall mean and refer to any monthly assessment, special assessment, or any other fees, fines, or charges assessed by the Management Board, ACC, or Declarant pursuant to this Declaration or the Bylaws of the Association.

1.03. "Association" or "Master Association" shall mean and refer to **THE CROSSINGS AT LAKE CREEK HOME OWNERS ASSOCIATION, INC.**, a Utah corporation, its successors and assigns.

1.04. "Building Pad" shall mean and refer to the only portion of the Lot on which a Dwelling may be constructed. Building Pads are either defined by the existing building code or on the Phased Recorded Plat in each individual Development Phase. The Building Pad, if defined on the Phased Recorded Plat, will take precedence over the Code.

1.05. "Code" shall mean and refer to Title 16 and other applicable provisions of the 1997 Wasatch County Code, under which this Property was planned and approved together with

any amendments thereto, together with the settlement agreement entered into by Wasatch County in 2002 related to the Property.

1.06. "Common Area" or "Common Areas" or "Open Space" shall mean and refer to all Property and common facilities owned or maintained by the Association for the common use and enjoyment of the Owners.

1.07. "Cottage Homes" shall mean and refer to all Lots designated for Cottage homes south of the Lake Creek channel excluding designated Townhome areas, as evidenced by the applicable plat maps.

1.08. "Declarant" shall mean and refer to Wasatch Communities, Inc. and its subsidiaries or assigns, including The Crossings at Lake Creek I, LLC, The Crossings at Lake Creek II, LLC, The Crossings at Lake Creek 10, LLC, The Crossings at Lake Creek XI, LLC, The Crossings at Lake Creek, LLC as changed to The Crossings at Lake Creek PH. XIV, LLC, The Crossings 2B, LLC, The Crossings 78B, LLC, The Crossings 25C, LLC, Cloverstone Funding, LLC, TLC Investment Enterprises, LLC, John Galt Enterprises, LLC, or any other subsidiaries of Wasatch Communities, Inc., such as the respective entities for the different numbered Development Phases of the Crossings Development, and Tracey Cannon, and their successors and assigns, provided that **any business entity Declarant must have Tracey Cannon, Cole Cannon, or Logan Cannon as a principal of each entity, or unless the Cannons specifically assign their declarant right in writing to be considered a Declarant.** No recorded documents are necessary for an entity to be considered a Declarant, and additional entities, even if not listed herein, may be considered a Declarant as established by Tracey M. Cannon. For purposes of Utah's Community Association Act, the Declarant shall be a "board."

1.09. "Declaration", "Master Declaration", and/or "CC&Rs" shall mean and refer to this Master Declaration of Covenants, Conditions, and Restrictions for all Phases of The Crossings at Lake Creek Planned Unit Development, together with any subsequent amendments or declarations, including this Amendment, and shall include the Phased Recorded Plat(s) referred to in Section 1.30 hereof.

1.10. "Declarant Control Period" shall mean the period during which Declarant or any entity controlled or majority owned by Declarant owns any real property within the Property, whether such property has received final plat approval or not, or has an unexpired option to unilaterally annex property into the Property.

1.11. "Design Guidelines" shall have the meaning set forth in Section 7.30.

1.12. "Development Phase" or "Phase" shall mean and refer to the various phases that the Project may be developed in, as evidenced by The Crossings at Lake Creek 1, 10, 14, etc. The Declarant may amend these phases at any time, and may develop the Property in any order without regard for the numbering of the various phases.

1.13. "Dwelling" shall mean and refer to all structures contained within the Property designed expressly for primary residential use. If a studio, shop, approved office space, or mother-in-law apartment approved by the County with a conditional use permit, is attached to

the Dwelling by a breezeway or a courtyard, or if it is within fifteen (15) feet of the primary residence, it is considered part of the Dwelling.

1.14. "Equestrian Lot" shall mean and refer to the Lots designated as capable of having horses or other large animals live on such Lots and the only Lots authorized to have such large animals. Currently, the only Lots designated as Equestrian Lots are Lots #125, 126, 127, 128, 129, 130, 131, 132, 133, 142, and 143. However, the Declarant or Management Board may designate additional Lots as Equestrian Lots or remove such designation prior to a new Owner purchasing an Equestrian Lot.

1.15. "Governing Documents." The Governing Documents for The Crossings consist of the following, as each may be amended:

GOVERNING DOCUMENTS	
<p>Covenants, Conditions & Restrictions, as Amended, including Supplemental Declarations (including plat maps or other documents referencing these CC&R's as may be required by the County)</p> <p style="text-align: center;">(recorded)</p>	<p>Creates obligations that are binding upon the Association and all present and future owners of property in The Crossings whether such property is currently recorded or part of future Phases.</p>
<p>Development Agreement and Amended Development Agreements</p>	<p>Recorded document pertaining to the use of the property and the common areas and the compliance of Wasatch County requirements between Declarant and the County.</p>
<p>Articles of Incorporation</p> <p style="text-align: center;">(filed with the Utah Department of Commerce)</p>	<p>Establish the Association as a non-profit corporation under Utah law.</p>
<p>By-Laws</p> <p style="text-align: center;">(Declarant adopts; Management Board oversees)</p>	<p>Govern the Association's internal affairs, such as voting rights, elections, meetings, officers, etc.</p>

<p>Design Guidelines (Declarant adopts)</p>	<p>Establish architectural standards and guidelines for improvements and modifications to Lots, including structures, landscaping, and other items on Lots.</p>
<p>Violation and Fine Schedule (Declarant, ACC, or Management Board)</p>	<p>Establishes fines for violations of the Governing Documents. Separate fine schedules may be created by the ACC and Management Board. During the Declarant Control Period, the Management Board will not assess fines for violations that are within the jurisdiction of the ACC.</p>
<p>Management Board Resolutions and Rules (Management Board adopts)</p>	<p>Establish rules, policies, and procedures for internal governance and Association activities; regulate operation and use of Common Areas.</p>
<p>Neighborhood Covenants, Conditions & Restrictions or Neighborhood Declaration (recorded and may have additional recordings)</p>	<p>May impose additional obligations or restrictions on certain Neighborhood Areas within The Crossings.</p>

Additional covenants that are more restrictive than the provisions of this Declaration may be imposed on certain Neighborhoods within the Property by the recording of a Neighborhood or Supplemental Declaration. In such case, the more restrictive provisions control. However, during the Declarant Control Period, no Person shall record any additional covenants, conditions, or restrictions affecting any portion of the Property without Declarant's written consent. Thereafter, the Management Board's consent is required. Any instrument recorded without the required consent shall be void and of no force and effect.

If there are conflicts among Utah law, the Declaration, the Articles, and the By-Laws, Utah law, the Declaration, the Articles, and the By-Laws (in that order) shall prevail.

The Governing Documents apply to all Owners and any occupants of a Lot. They also apply to tenants, guests, visitors, and invitees.

If any court determines that any provision of this Declaration or any other Governing Document is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or other applications of the provision.

Diagrams in the Governing Documents are intended to illustrate concepts and assist the reader and are for illustrative purposes only. If there is a conflict between any diagram and the text of the Governing Documents, the text shall control.

1.16. "Improvements" shall include but not be limited to all landscaping, fencing, driveways, hard surface areas, tennis courts, corrals, sheds less than 100 sq. ft., flag poles, mail-box structures, exterior lighting, water features, swimming pools and small pool houses, hot tubs, retaining walls, decorative rocks, and all other manmade changes made to the Property other than Dwellings and Outbuildings.

1.17. "Lot" shall mean and refer to any plot of land within the Property expressly designed for Dwellings, Town Homes, open space, common areas, or that otherwise includes a Building Pad or is designated as a separate parcel of property on the preliminary plat. These Lots are shown on the Phased Recorded Plats, the Development Phases, and the overall preliminary plat approval for the entire 336 acres of the Property. The Lots are of varying sizes, and uses of the Lots will be governed by the sizes and locations of the Lots. Lot usage restrictions based upon Lot sizes are based upon approximate sizes and the ACC may deviate from otherwise applicable restrictions for Lots that are either slightly larger or smaller than designated distinctions.

1.18. "Management Board" shall mean and refer to the governing body of the Association as will be determined by vote of the Home Owners as outlined in the Bylaws of the Association. The Management Board shall have only the limited powers as granted under this Master Declaration during the Declarant Control Period. After the Declarant Control Period ends or after the Declarant voluntarily relinquishes its rights as the governing body of the Association, the Management Board will be the primary governing body of the Association.

1.19. "Management Company" shall mean and refer to any company, entity, or individual retained to provide management services to or for the Association.

1.20. "Member", "Home Owner", and "Owner" shall mean and refer to the fee simple owner of any Lot, Town Home, or Patio Home within the Property who has, by virtue of such ownership, a voting right in the Association.

1.21. "Neighborhood Area" shall mean and refer to each of several different parcels or phases of the Property as defined by the Declarant, each of which shall be created as Neighborhood Areas, with different restrictions and characteristics in each. These Neighborhood Areas will include Custom Home lots (including Equestrian Lots), Cottage Homes, and Town Homes.

Supplemental Neighborhood Declarations for each of the Neighborhood Areas may contain specific information relating to such Neighborhood and may be recorded with the Wasatch County Recorder, against the Property in such Neighborhood.

1.22. "Neighborhood Declaration" or "Neighborhood Covenants, Conditions, and Restrictions" or "Town Home Declaration" shall mean any site-specific set of covenants, conditions, and restrictions filed on a Development Phase, including any Declaration of Condominium as defined in the Utah Condominium Ownership Act. A Neighborhood Declaration may provide for annexation that would permit one or more adjoining Development Phase to be added to and become subject to the Neighborhood Declaration initially filed with respect to only one Development Phase. This document may take any form sufficient to provide notice to Owners of the additional covenants, conditions, and restrictions filed and does not have to contain any specific title or heading.

1.23. "Neighborhood Homeowner Association" shall mean an association of owners within one or more Development Phases that is established by a Neighborhood Declaration or Town Home Declaration for such Development Phases for the purpose of managing infrastructures and providing those services that are unique to the Development Phases specifically made subject to that Neighborhood's Declaration. A Neighborhood Homeowner Association is always referred to herein as such or by reference to the particular Neighborhood Homeowner Association (e.g., The Town Home Neighborhood Homeowner Association, etc.); any reference to simply "Association" means the Master Association. The Neighborhood Homeowner Associations report to and are under the jurisdiction and authority of the Association.

1.24. "Outbuilding" shall mean and refer to all enclosed structures erected on Lots and detached from Dwellings, including but not limited to residential accessory buildings, barns, garages, and sheds larger than 100 square feet.

1.25. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Town Home that is a part of the Property. The term "Owner" shall not include any mortgagee, trustee, or beneficiary under any mortgage, trust deed, or other security instrument by which a Lot or Town Home or any part thereof, is encumbered unless such mortgagee, trustee, or beneficiary has acquired title through legal foreclosure. Nor shall the term Owner include persons or entities purchasing a Lot or Town Home under contract, until such contract is fully performed and legal title is conveyed, unless such persons or entities and Owner of record agree in writing to transfer responsibility for payment of all Association fees. In that case, the rights and privileges of the Association shall be transferred accordingly. Such a document will be notarized and delivered to the Management Board. In the absence of a notarized document, the Owner of record will remain the responsible party for all Association fees.

1.26. "Patio Homes" shall mean and refer to Cottage Home Dwellings, that may be attached to adjacent Dwellings, and may be located on a building pad on as part of a Planned Unit Development ("PUD") and, located within a particular Neighborhood Area as designated on the recorded plat.

1.27. "Planned Residential Development" shall mean and refer to a planned residential development as defined in the Code and located upon the Property.

1.28. "Plans" shall mean and refer to all information designated in these CC&R's or in the Code as necessary for ACC approval of construction, remodeling, or alteration of a Dwelling, Outbuilding, or Improvement, as well as to all information necessary to enable the ACC to understand the proposed actions.

1.29. "Property" shall mean and refer to all recorded and future Development Phases, Lots, Townhomes, Patio Homes, and other property that is part of the real property included in the legal description known as **THE CROSSINGS AT LAKE CREEK, a Planned Residential Development**, and further described on Exhibit "A". The term "Property" shall include such additions thereto as may hereafter be brought within the jurisdiction of the Association at such times as Supplemental Declarations are recorded and expressly includes all Lots that are planned to be developed even if a final plat has not been filed or recorded.

1.30. "Recorded Neighborhood Plat" or "Phased Recorded Plat" shall mean and refer to the plats of the individual Phases within the Project or within the various Neighborhood Areas of the Planned Residential Development once they are recorded with the County Recorder of Wasatch County, Utah, and any amendments thereto.

1.31. "Supplemental Declaration" shall mean and refer to a recorded document that evidences the incorporation of the terms, conditions, covenants, and restrictions contained within these CC&R's and the applicability of such CC&R's to the respective property governed by the Supplemental Declaration. Such Supplemental Declaration may take the form of a plat map, a Supplemental Neighborhood Declaration, deeds, or other recorded documents so long as the document is sufficient to provide notice of the applicability of these CC&R's to the property. No specific title or heading is required for this document.

1.32. "Supplemental Neighborhood Declarations" shall mean and refer to additional documents for each of the Neighborhood Areas that support and enhance this Master Declaration that may be created for each respective Development Phase or similar type phases of the Planned Residential Development, and which, if created, will be recorded with the County Recorder of Wasatch County, Utah, and any amendments thereto, and may take the same form as a Supplemental Declaration.

1.33. "Town Homes" shall mean and refer to attached residential Dwelling where at least one common wall in the living space of the Dwelling is shared. The Town Homes will be located within a particular Neighborhood Area as designated on the recorded plat.

ARTICLE II

DESCRIPTION OF PROPERTY

2.01. Type of Property. The Property shall be developed as an approved Planned Residential Development under the Code. It has been planned to be developed in a series of Phases into five hundred and thirty-eight (538) Lots for attached and detached housing. It is intended that the Property will ultimately have at least sixty four and twenty-six one hundredths (64.26) acres of open space, which may be used for parks, churches, or commercial space, or in any other manner as the Declarant or then governing body may determine. The open space will be

subject to protective restrictions as set forth in these CC&R's. The Property is located two (2) to three (3) miles east of the center of Heber City, Utah, and may include four (4) entrances to the Property, which entrances may be on 1200 South, Lake Creek Road, 2400 East and 3600 East. A legal description of the property is attached as Exhibit "A."

2.02. Phases. The Crossings is intended to be developed in a series of Phases, all of which are subject to these CC&R's. Declarant may but shall have no obligation to annex additional property not currently contemplated as part of the Property or part of the already designated Development Phases. After such annexation, if any, the annexed property shall be subject to this Declaration. While a number will be assigned to each Development Phase, the development itself may take place with any particular Phase at any particular time, with no requirement that the Development Phases be developed in sequential order. Exhibit "B" shows the phasing map.

ARTICLE III

THE HOMEOWNERS ASSOCIATION

3.01. Status and General Authority of Association. The Association has been incorporated as a non-profit corporation under the laws of the State of Utah. The Association, acting on behalf of the Home Owners and Declarant for their benefit, shall be responsible for the exclusive management and control of the Common Areas and Irrigation System. To the best of its ability and funds permitting, the Association shall keep the Common Areas in attractive, safe, sanitary condition and in reasonable order and repair. The Association shall have all the powers set forth in its Articles of Incorporation and any Bylaws, together with its general powers as a 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 this Declaration, including the power to levy and collect assessments and fines as provided in this Declaration.

3.02. Purpose of the Association and Management Board. To effectively enforce these Covenants, Conditions and Restrictions, the Declarant has created a Utah nonprofit corporation named The Crossings at Lake Creek Home Owners Association, Inc. There will be one Membership in the Association for each designated Lot, Town Home, or Patio Home in The Crossings, except for Lots owned by the Association. The Association is established to perform through its Management Board all of the functions and exercise all of the rights and powers set forth below and available under law for the benefit of the Home Owners and the enforcement of these Covenants. During the Declarant Control Period the Management Board shall have the following rights, powers, and duties, with all other rights of this Declaration reserved unto the Declarant:

- (a) Perform the day to day activities required to run the Association such as negotiate and sign contracts for maintaining the common space in the community (e.g. lawn mowing, snow removal).

(b) Resolve problems as they arise with Home Owners regarding compliance issues relating to this Declaration, except for matters under the jurisdiction of the ACC per ARTICLE V.

(c) Retain counsel for the carrying out of its duties.

(d) Collecting, setting, and levying of Association dues, penalties, and fines, except as to Declarant.

(e) Maintain any dedicated Open Space/Common Areas and repair, maintain, and replace (with substantially the same item or improvement) any Improvements, amenities, or assets within the Open Space/Common Areas existing at the time this Declaration is adopted, or created by the Declarant from time to time. The Management Board shall not remove or change the nature of existing Improvements, amenities or assets, or add Improvements, amenities or assets to the Open Space/Common Areas during the Declarant Period without written Declarant approval. For example, the Management Board shall not remove fish from the pond, and shall not remove the covering on the covered bridge.

(f) Enforcing the rules of this Declaration against Members.

(g) Interview, negotiate, and select a Management Company. However, if Declarant and at least 40% of the Management Board shall vote to cancel, remove, or modify the agreement with the existing Management Company, the Management Board shall take such action as was agreed to in that vote.

(h) During the Declarant Control Period, the Declarant shall have full access to information held by any Management Company hired by the Association, except for privileged communication pursuant to the rules of evidence.

(i) Determine specific rules for use of open space by the Members.

(j) Coordinating community activities.

(k) Hold regular meetings to carry out its duties. During the Declarant Control Period, the Management Board shall give the Declarant at least 24 hours' notice of all open and closed Management Board meetings and invite the Declarant to attend or send a representative.

(l) Provide semi-annual accounting and retain all records of the Association. The Declarant shall have full access to financial and Association information held by the Management Board, and the Management Board shall have full access to financial and ACC information held by the ACC.

(m) All other rights and privileges not herein enumerated to the Management Board are reserved to the Declarant.

After the Declarant Control Period, the Management Board shall have any powers granted to the Declarant during the Declarant Control Period.

3.03. Master and Neighborhood Homeowner Associations Described. All Neighborhood Areas and all of the Property will be subject to this Master Declaration. All Owners of Lots, Town Homes, and Patio Homes in all Neighborhood Homeowner Associations shall have Memberships in the Master Association. Some Neighborhood Areas may additionally be subject to a Neighborhood Declaration and may have membership in a Neighborhood Homeowner Association. The Master Association is a body comprised of the Members who are Owners of Lots, Town Homes or Patio Homes, except for Lots owned by the Master Association.

Each of the Neighborhood Areas shall be entitled to have an Owner or Owners serve as representatives on the Management Board at any time, with the specific number of Owners for each Neighborhood Area being determined by the Management Board. Individual Owners shall be Members of the Master Association upon acquisition of a Lot, Town Home, or Patio Home that is subject to assessment under this Declaration. Until such acquisition by an individual Purchaser, the Membership rights attaching to a Lot shall be exercised by the Declarant, although the Declarant is not subject to any Assessments or fees.

Within at least some Neighborhood Areas, it is anticipated that additional Covenants, Conditions and Restrictions (a Neighborhood Declaration) may be created by the Declarant, which Neighborhood Declaration shall be consistent with the provisions of this Declaration. In those Neighborhood Areas where the buildings are Town Homes or Patio Homes, a Declaration of Town Homes or Patio Homes may be the only Neighborhood Declaration filed. Neighborhood Declarations may create Neighborhood Homeowner Associations which shall manage, operate, and maintain those amenities that are of a neighborhood nature, and not available for the general use and benefit of all Crossings Owners, and shall enforce Covenants, Conditions or Restrictions that are unique to that Neighborhood Area or that are delegated to the Neighborhood Homeowner Association(s).

3.04. Neighborhood Concepts. Within The Crossings, there will be various types of Neighborhood Areas, with distinct types of Lots, Town Homes, and Patio Homes, with different amenities in each. These concepts, as anticipated as of the recordation of these Covenants, Conditions and Restrictions, include:

(a) Custom Lots. The Custom Lot neighborhoods may feature jogging paths, equestrian trails, and a wide variety of dedicated open space and planned amenities. Owners may defer building for any amount of time and they may select and hire their own builders. Owners will be responsible to provide their own landscaping and maintenance to their property and to maintain the park strip surrounding their property and connect it to their sprinkler system. Roads will be maintained by Wasatch County. Owners will pay the basic Association assessment to cover the expenses common to the entire Association.

(b) Cottages. The Cottage neighborhoods may feature tree-lined streets with sidewalks, wide parking strips, and several neighborhood parks. There may be three hundred (300) or more of these smaller Lots and each of these detached homes will be sold complete with landscaping, sprinkling systems, and hardscape. The Association may maintain the landscaping and sprinkling systems and provide snow removal on sidewalks and driveways on these Lots as determined by the Declarant or Association on a Phase-by-Phase basis. If Cottage Lots are maintained by the Association, Owners must allow entrance by the Association and its contractors to all non-fenced areas for such maintenance. In no event will the Association maintain any areas inside an enclosed fence, screen, or other enclosure, and such areas will be the responsibility of the Owner to maintain the area in a manner that is similar to the rest of the Community. Owners will pay a mandatory assessment for these services in addition to the basic Association assessment, and such assessment will not be reduced if an Owner elects to maintain certain portions of the Lot, whether by enclosing areas on the Lot or otherwise.

(c) Town Homes. The Town Home neighborhoods may feature tree-lined streets with each Town Home having an attached two-car (2-car) garage. The Neighborhood Homeowner Association or other governing association associated with these Town Homes will be responsible for the maintenance of the Exteriors and Common Areas of these Neighborhood Associations. Owners will pay a mandatory assessment for these maintenance services, as well as required assessments to reserve accounts in accordance with applicable law, in addition to the Master Association's assessment.

(d) Patio Homes. The Patio neighborhood shall mean and refer to Cottage Home Dwellings, that may be attached to adjacent Dwellings and, may be located on a building pad only as part of a Planned Unit Development ("PUD") and, located within a particular Neighborhood Area as designated on the recorded plat.

3.05. Membership. Members of the Association shall be record Owners of Lots, Patio Homes, and/or Town Homes contained within the Property, as such Owners are shown on the records of the County Recorder of Wasatch County, State of Utah, with each Lot having the equivalent of one Membership and voting interest in the Master Association, except for Lots owned by the Master Association. If there are two Owners of a Lot, each Owner will have a one-half Membership interest in the Master Association, if there are three Owners, each will have a one-third Membership interest, etc., with such votes restricted by the fractional ownership requirements of Section 6.19.

Each Owner shall be entitled and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner.

Each membership shall be appurtenant to the Lot, Patio Home, or Town Home to which it relates and shall be transferred automatically by sale of that Lot, Patio Home, or Town Home. A reinvestment fee with an amount determined by the Management Board. Ownership of a Lot, Patio Home, or Town Home within the Property cannot be separated from membership in the Association. Membership in the Association may not be transferred except in connection with the transfer of a Lot, Patio Home, or Town Home.

3.06. Secondary Memberships. A few additional memberships in the Association may be available for adjacent landowners and/or other landowners in the general area at the discretion of the Declarant and the Management Board (consent from both parties is required) and will be known as Secondary Memberships. With the payment of the initial nonrefundable membership fee (which will be set by the Declarant and the Management Board from time to time) these Secondary Members will have all the rights and privileges of membership as long as monthly Assessments are paid and current. These secondary memberships shall be further established and defined by rules to be established by the Declarant and the Management Board.

3.07. Bylaws. The Declarant has created, adopted and recorded a set of bylaws on behalf of the Crossings at Lake Creek Home Owner's Association.

ARTICLE IV

HOME OWNER COVENANTS AND ASSESSMENTS

4.01. Creation of the Lien and Personal Obligation of Assessments. Any Home Owner, except for the Association, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all Assessments, including but not limited to: (1) Assessments or charges, which shall be paid on a monthly or pre-paid quarterly basis, as established by the Management Board; and (2) any special Assessments as approved by the Association, such Assessments to be established and collected as hereinafter provided, and (3) any other fees, fines, charges or bonds imposed by the Association, including but not limited to the Assessments imposed by this ARTICLE IV, the bonds imposed by ARTICLE V, and fines as imposed pursuant to these CC&R's or other applicable documents, such as the fine schedule. The annual and special Assessments, together with interest at 18% per year or 1.5% per month, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon each Lot, Patio Home, or Town Home against which such Assessment is made. The Association may exercise their right to foreclose on such liens. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot or Town Home at the time when the Assessment fell due. Any and all delinquent Assessments must be made current by the current Owner, and Owners shall remain liable for all Assessments which became due while they owned a Lot or Town Home, notwithstanding any attempted assignment to or assumption by a subsequent Owner.

(a) **Exemption of Declarant from Assessments.** The Declarant is under no obligation to pay any Assessments or fees and the Association shall have no power to make any Assessments to the Declarant, and this exemption applies and has applied from the beginning of the Project and the beginning of the Association.

4.02. Purpose of Assessment. The Assessments levied by the Association shall be used exclusively to promote the enjoyment, recreation, health, safety, and welfare of the Owners and for the capital improvements and maintenance of the Common Areas under the control of the Association.

4.03. Exempt Property. All Common Areas dedicated to, and accepted by, a local public authority or maintained for the benefit of the Owners shall be exempt from the Assessments created herein. However, no property or improvements devoted to individual Dwelling use shall be exempt from said Assessments. Lot 201-A, owned by The Church of Jesus Christ of Latter-Day Saints ("LDS") is exempt from all Assessments or fees created herein, to the extent that it is owned by LDS. All property owned by the Declarant is also exempt from all Assessments or fees created herein. When the Declarant is a principal in a transaction, all sales transactions involving Declarant, Declarant's buyers, including but not limited to, Declarant's builder buyer are exempt from all Assessments or fees created herein, specifically the Reinvestment Fee or similar fee assessed by the HOA Management Board by resolution. For the avoidance of doubt, this exemption would apply among Declarant, and the Declarant's buyers, and exempt the first sale from the Declarant to any buyer.

4.04. Special Assessments for Capital Improvements. In addition to the annual Assessments authorized above, the Association may levy special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement related to the Common Areas. The Association will have the authority to determine how such special Assessment funds are allocated and the timing of such allocation.

4.05. Voting. A regular yearly meeting of all Association members will be held and all Association Members will be notified as specified in the bylaws then in existence. An agenda may be included in the notification. When possible any special Assessment issues will be dealt with at this annual meeting. However, if it becomes necessary to consider a special Assessment at another time, the Association is authorized to call such a meeting in accordance with the provisions of the Association's Bylaws.

A vote cast at any Association meeting by any Home Owner, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot, Patio Home, or Town Home concerned unless an objection is immediately made by another Owner of the same Lot, Patio Home, or Town Home. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists. All additional voting procedures and rules will be established in the Bylaws and/or established by the Management Board.

4.06. Uniform Rate of Assessment. Both regular and special Association Assessments must be fixed at a uniform rate for all Lots, Patio Homes, and Town Homes. Mandatory landscaping, parking, private road maintenance, and snow removal assessments may apply to some Phases of Lots in The Cottages and mandatory landscaping, snow removal, exterior building maintenance, parking and common area assessments will apply to the Patio Home and Town Home Neighborhood Areas and shall be paid monthly along with the regular Association Assessments. Additional Assessments may be established by the Neighborhood Homeowner Associations, the Declarant, or the Management Board. The Supplemental Neighborhood Declarations for specific Neighborhood Areas may designate additional obligations regarding Assessments applicable to specific Neighborhood Areas.

4.07. Assessments/Due Dates. The Assessments began August 2007. Payments are made on a monthly basis. Written notice of any change in the Assessment shall be sent to every

Owner subject thereto. The Association shall establish the due dates. The Association will, upon demand, and for a \$50 fee (as a minimum, but in an amount to be determined by the Management Board), furnish a certificate signed by an officer of the Association stating that the Assessments on a specified Lot, Patio Home, or Town Home have been paid.

4.08. Effect of Nonpayment of Assessments/Remedies of the Association. Any Assessment not paid within thirty days (30) after the due date shall be assessed a late charge of twenty-five dollars (\$25) or five percent (5%) of the total delinquent amount, whichever is greater, and interest from the due date at the rate of eighteen percent (18%) per annum. A Notice of Interest and/or lien may be placed upon the title of the property for non-payment after sixty (60) days of sending the first notice of delinquency. The Association may bring an action in law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or abandonment of his Lot or by rental or leasing of his Dwelling, although the Association may restrict an Owner from using the Common Area facilities and/or from exercising the votes appurtenant to his Lot or Town Home in the event that the Owner is delinquent in payment of an Assessment.

4.09. Subordination of the Lien to Mortgages. The Assessments lien provided for herein shall be subordinate to the lien of any first mortgage. The voluntary sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot, Patio Home, or Town Home pursuant to a mortgage foreclosure of a first lien against a Lot, Patio Home, or Town Home shall extinguish the lien of such Assessments only as to the payments that become due prior to such sale or transfer. No sale or transfer shall relieve such Lot, Patio Home, or Town Home from liability for any Assessments thereafter becoming due or from the lien thereof, and no transfer or foreclosure shall relieve an Owner of the Owner's obligation to pay outstanding dues. Because Assessments are also a personal obligation, the Association reserves the right to use any lawful means of reclaiming unpaid assessments from Owners foreclosed upon for the time period in which they owned a Lot or Lots.

4.10. Reinvestment Fee. The Association reserves the right to charge a reinvestment fee when a Lot is transferred to a new Owner. The amount of the reinvestment fee will be determined by Management Board and will not exceed the legal allowable limit.

4.11. Individual Assessment. Any expenses which are not common expenses and which benefit or are attributable to fewer than all of the Lots may be assessed exclusively against the Lot(s) affected or benefitted. Individual Assessments shall include, but are not limited to: (1) Assessments levied against any Lot to reimburse the Association for costs incurred in bringing the Lot or its Owner into compliance with the provisions of this Declaration or rules and regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation of this Declaration, the Bylaws or any rules and regulations of the Association (including attorney fees); and (2) Expenses, other than common expenses, relating to the cost of maintenance, repair replacement and reserves of the Lots which may be incurred by the Association.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

5.01. Purpose and Members. In order to protect the quality and value of the homes built on the Property, and for the continued protection of the Owners thereof, an Architectural Control Committee (the "ACC") is hereby established. During the Declarant Control Period the ACC shall consist of two (2) members appointed by Declarant, who may or may not be Owners and, if the Declarant so chooses, one (1) alternate member also appointed by the Declarant. At any time during this process, Declarant may relinquish the selection of the ACC solely to the Association. After the Declarant Control Period has ended, the Management Board shall appoint three (3) members to the ACC. The Management Board may hire qualified individuals outside of the Association to assist in the ACC duties.

(a) **Sub-ACC Committee.** After the Declarant Control Period, the Management Board may allow a Sub-ACC committee for various Development Phases of the Development. The Sub-ACC committee would be responsible for the compliance to the Design Guidelines for the specific Development Phase and the overall standards of the community. Any Sub-ACC committee is responsible to report to the ACC its compliance to the Development Phase's specific Design Guidelines in place as well as to the overall standards of the community, including those contained in these CC&R's. Any Sub-ACC committee shall be comprised of three (3) members and shall be governed by the standards and procedures set forth in these CC&R's and in specific Phase design guidelines, if any. The Management Board may, in the Sub-ACC committee's governing documents, set forth additional rules for the Sub-ACC committee. The Sub-ACC committee may be dissolved by the Management Board for failure to follow the applicable guidelines and rules, or if it is determined by the Management Board that the Sub-ACC committee no longer serves a beneficial purpose.

5.02. Voting. Two (2) members of the ACC shall constitute a quorum for conducting the business of the ACC. After the Declarant Control Period, the ACC shall act by a majority vote of those present in any meeting called for conducting the official business of the ACC.

5.03. Duties and Scope. No Dwellings, Outbuildings, or Improvements shall be commenced, erected, or altered on any Lot and no modification shall be made to any Patio Home or Town Home until the ACC has given written approval to the Owner, following compliance with these requirements and all other provisions of these Covenants, Conditions and Restrictions, the Design Guidelines and the ACC's Rules and Regulations.

The ACC shall endeavor to approve the location of each Dwelling, Outbuilding, and Improvement to insure minimum interference with the views of other Lots insofar as is practical. Understanding that it cannot control all interference with views of other Dwellings or aesthetic objections, the ACC will try to accommodate the Owners' interests consistent with each Owner's concerns, but does not guaranty that each concern will be resolved. The Owners will be bound by the ACC's decision.

The Declarant during the Declarant Control Period, or the Management Board thereafter, may give responsibility to the ACC and, in appropriate cases, the Neighborhood Homeowner Association(s) to monitor and enforce the cleanliness of home sites, construction noise restrictions, disposal of construction debris, and other issues that may develop during construction.

The ACC may maintain separate books and accounting records and will produce these records to the Management Company no less than annually.

5.04. Compensation. ACC members may be compensated for their services with funds generated by the architectural fees paid when Plans are submitted. The ACC may, at its sole discretion, employ an outside professional architect or engineer or other consultants or professionals to assist in its functions, or to act on behalf of the ACC in performing its duties and include the fees for such employment in the non-refundable ACC fee that Owners will pay.

5.05. Variances. The ACC has the authority to deviate from the requirements contained herein and in other Governing Documents when, in the reasonable opinion of the ACC, extenuating circumstances exist, or if strict compliance would create an unreasonable hardship or burden for a Lot, Patio Home, or Town Home Owner. Variance requests must be in line with accomplishing the overall intent of the CC&R's, as well as to maintain property values. A majority of the members of the ACC must approve any variance. The ACC does not, however, have authority to allow deviation from governmental requirements and restrictions, including, but without limitation, the Code. Furthermore, the approval of the ACC of any plans or specifications submitted for approval as herein specified for use on any Dwelling shall not be deemed to be a waiver by the ACC of its rights to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other Dwellings, Outbuildings and Improvements. In other words, approving a variance for one or more Lots does not mean that the ACC is bound in any way to approve the same variance for other Lots. Side yard variances on a Custom Lot may be given when the ACC considers the width of the Lot and the inability to reasonably fit the minimum home size required by the CC&R's within the minimum side yard requirements. However, under no condition will side yards be less than 10 feet on each side on the custom homes.

5.06. Liability. No member of the ACC shall be liable to any person for a decision or failure to act in making a decision as a member of the ACC. The ACC shall not be responsible in any way for defects in any Plans and engineering submitted, revised, or approved by the ACC nor for any defects in any work performed upon the Property. The ACC shall have the authority to define standards, set regulations, and determine restrictions in accordance with the intent of this Declaration and within their stated purpose and to change or modify the foregoing as necessary. The ACC may, from time to time find it necessary to waive, amend, or modify rules or standards on a case-by-case basis. Such action by the ACC will in no way invalidate previous approvals and shall not provide for a waiver of rules or standards in future or different situations.

The ACC shall not be liable for damages to any Owner, representative of Owner, or mortgagee, by reason of any action, failure to act, approval, or disapproval with regard to submitted plans. Any person or entity acquiring title to any Lot, Patio Home, or Town Home in the Property or any Owner submitting plans to the ACC for approval, agrees and covenants that they

will not bring any action or suit to recover damages against the ACC, its members, as individuals, or its advisors, employees, or agents. Any dispute resolution shall be the same as set forth in Article XII of this Declaration.

5.07. Written Records and Accounts. The ACC shall keep and safeguard complete written records of all applications for approval including one set of all Plans, etc. and records of approval or disapproval and all other actions taken by it under the provisions of this Declaration. Such records shall be maintained for a minimum of seven (7) years after approval or disapproval.

During the Declarant Control Period, the ACC shall also maintain separate bank accounts for all non-refundable fees, including bond fees, collected by the ACC.

5.08. Architectural Control Committee Fee. The ACC is authorized to charge a non-refundable ACC fee. The non-refundable ACC fee for primary Dwellings, landscaping, and sprinklers shall be established by the ACC. This must be paid at the time the plans are submitted for approval. Fees for all other plans for structures and improvements not included with the Primary Dwelling plans will have an additional fee that will also be set by the ACC. This fee may be changed by the ACC from time to time as circumstances may require and may vary by Development Phase and particular Neighborhood based on the builder(s) involved and the level of complexity associated with reviewing, approving, and enforcing building plans and landscaping.

5.09. Architectural Performance Bond. A bond is required to be posted to ensure timely and full completion of all proposed building plans ("Architectural Performance Bond") as approved. The amount of the Architectural Performance Bond shall be established by the ACC and must be in place to receive final approval from the ACC before plans are submitted to Wasatch County for a building permit. This bond will be released upon written request of the Owner and after a final inspection of the property to determine compliance of the approved plan.

In order to ensure the quality and value of the Property, all Dwellings, Outbuildings, Improvements, and remodeling or alterations must strictly comply with what the ACC has approved. Simultaneously with ACC approval of the plan, or with any construction going forward at a future date, of any Outbuildings, Improvements, remodeling or alteration, and to ensure completion, an Owner must post the cash Architectural Performance Bond to be held by the ACC. The ACC is authorized to use the funds if it becomes necessary for the ACC to enforce the approved plans, complete or modify the Dwelling, Outbuildings, Improvements, or alterations, as well as to cover any legal fees related to the enforcement of the ACC requirements in accordance with this Declaration. If an Owner fails to keep the construction site and roads in front of the site clean and clear from mud and debris, or if there is damage to the park strip, curb, gutter, roadway, or the Common Spaces, the ACC may use the Architectural Performance Bond to remedy these violations. If the ACC uses any portion of the Architectural Performance Bond to remedy any violations, construction must cease and the Owner must deposit additional fees, as determined by the ACC, to recharge and/or increase the bond amount before any construction may resume.

If variations to what has been approved by the ACC occur, or if construction, remodeling or alterations are undertaken without compliance with these CC&R's, such construction,

remodeling or alterations of a Dwelling, Outbuilding or Improvement will be deemed to have been undertaken without the required approval of the ACC. If the ACC becomes aware that construction is not adhering to what has been approved or that construction has not been approved, the ACC will notify the Lot Owner and may file a cease and desist order with Wasatch County to stop construction.

If notification occurs, the Owner shall have fifteen (15) days to communicate in writing with the ACC to resolve the issue. After a period of thirty (30) days from the notice date, the ACC shall have authority to record a notice of interest or notice of lien in the office of the Wasatch County Recorder. Thereafter, mediation or legal proceedings may be instituted to enforce compliance. If it is necessary for the ACC to seek an injunction, the ACC is not required to follow Section 12.07 but can file for an injunction directly in a court of law. Any additional charge incurred by the ACC and/or the Association shall be an Assessment against the Lot Owner and a lien against such Lot, enforceable as set forth elsewhere in the Governing Documents.

5.10. Custom Home Landscape and Sprinkler Performance Bond. To ensure speedy and proper completion of landscaping and sprinkling systems, a landscape and sprinkler bond of at least ten thousand dollars (\$10,000) must be placed with the ACC ("Landscape Bond"). The Landscape Bond will be deposited with the ACC. The ACC must receive and approve the landscaping design and automatic sprinkling plans, plant materials, species, sizes, sprinkling system layout, acceptable hard surface materials and proposed changes to natural grade, any retaining by rocks, blocks, or concrete and how the proposed landscaping affects adjoining properties.

When all the required landscaping and improvements are complete, the Owner will notify the ACC. Within thirty (30) days of receiving notification from the Owner, an inspection will take place, and if the approved landscaping and improvements have been completed in accordance with the approved plan, the Landscape Bond will be released. Any changes to the approved plan must be approved by the ACC, but the ACC is under no obligation to approve any changes and may require specific performance of the approved plan. Owners are required to complete all landscaping and automatic sprinkling systems in a timely manner. Specific deadlines for completion are set forth in Article VII. The ACC is authorized to use the Landscape Bond if it becomes necessary to enforce timely compliance of the approved landscaping design plans, whether specific performance or other legal remedies of the plans are sought in court or whether the ACC completes the improvements in accordance with the approved plans. Any additional charges incurred by the ACC and/or the Association shall be an Assessment against the Lot Owner and a lien against such Lot enforceable in the manner(s) set forth in the Governing Documents.

Posted funds should be sufficient to landscape all of the front and side yard areas. Side yards in this instance are calculated as being half the distance from the front corner of the home to the back corner of the home, with the exception of corner lots which will need to have the entire exposed side yard completed. This Landscape Bond will ensure landscape completion. The amounts to be bonded may be changed from time to time by the ACC.

If the deadline for the completion of landscaping has passed and Owner has failed to complete the landscape plan and sprinkler system as approved by the ACC, the ACC shall serve Owner with a written "Notice to Perform". If upon the thirtieth day after the Notice to Perform is mailed, the Owner continues to be out of conformity with the approved plan, with conformity being defined as completion of the landscaping and automatic sprinkling system, mailbox and all other improvements approved by the ACC in conjunction with such landscape plan, the ACC and/or the Association will then have the right to enter upon the property of the Owner and to complete the landscaping plan originally submitted to the ACC by the Owner. The ACC and/or the Association shall have the right to pay for all the required landscaping and sprinkling system using either the Landscape Bond or assessing the Owner to fund such improvements, or both if so necessary. In addition, the ACC and/or Association may seek specific performance of these obligations. Any additional charges incurred by the ACC and/or the Association shall be an Assessment against the Lot Owner and a lien against such Lot enforceable in the manner provided as set forth elsewhere in the Governing Documents.

Fifty percent (50%) of the Landscape Bond may be released upon completion of the landscaping of the front and side yard landscaping, and the remainder of the Landscape Bond may be released upon completion of all of the remaining landscaping as set forth in guidelines issued by the ACC.

5.11. Cottage Construction and Landscaping Performance Bond. A landscaping bond in an amount to be determined by the Declarant with each phase will be placed with the ACC at the time construction plans are approved, prior to landscaping approval and before any installation of the landscaping is allowed to commence ("Cottage Landscape Bond"). Upon completion of the landscaping, the Owner or builder/landscaper will contact the ACC for inspection of the installed landscaping. Half of the Cottage Landscape Bond will be refunded after inspection of the completed landscaping if installed per the approved plan. Within a month of the one-year anniversary date of the initial inspection, the landscaping will be reviewed again by the ACC to determine if plants are still healthy, and to see if there are compaction or drainage issues that can be observed. If there are any issues with the landscaping within the year following the initial approval, the remaining half of the bond will be used by the ACC to correct the issues. Any remaining bond amount will be refunded within thirty (30) days of the required fixes after notification to the ACC of completion.

With each subsequent Cottage Phase, a predetermined bond amount will be established by the Declarant. Specific requirements for the payment and refund of the landscaping bond will be established in Neighborhood Design Guidelines or similar documents.

ARTICLE VI

PROPERTY AND USE RESTRICTIONS

6.01. Use. Each Lot, Patio Home, and Town Home shall be used only for the purposes consistent with this Declaration and the Code. If there is a conflict between the Code and this Declaration, the more restrictive provisions will apply.

6.02. Residential Use. Each Lot, Patio Home, and Town Home shall be occupied and used for a Single Family Dwelling for residential use by the Owner, the Owner's family, tenants, and social guests.

6.03. Sales Purposes. The Declarant or its duly authorized agent may use any Lot, Patio Home, Town Home, Dwelling, Outbuilding, or sales trailer owned or leased by the Declarant as a sales office, sales model, office, parking lot, or for any other temporary marketing uses as deemed necessary by Declarant and for a period of time to be determined solely by the Declarant but not to go beyond the Declarant Control Period.

6.04. Residential and Related Uses. Lots, Patio Homes, and Town Homes shall be used primarily for residential and related purposes. Unless otherwise set forth in these CC&R's, no business shall be conducted in, on, or from any Lot, Patio Home, or Town Home, except that an Owner or another resident of the Lot, Patio Home, or Town Home may conduct business activities on such Lot if the business activity is ancillary to the primary residential occupancy of the Lot, Patio Home, or Town Home and:

- (a) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;
- (b) complies with applicable zoning requirements;
- (c) involves limited and infrequent visitation of the Lot or Town Home by clients, customers, suppliers, or other business invitees; and
- (d) is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others, as determined in the Management Board's sole discretion.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required. Leasing a dwelling for residential purposes is not a "business" within the meaning of this subsection.

6.05. Leasing. "Leasing" is the continuous, exclusive occupancy of a dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, or gratuity. The principal dwelling on Lots and/or Town Homes may be leased only in its entirety (*e.g.*, separate rooms within the same dwelling may not be separately leased). Leasing shall be for residential purposes only on residential lots. No short term residential rentals less than thirty (30) consecutive days are allowed.

All leases shall be in writing. All leases must require that tenants and all occupants of the leased Lot, Patio Home, or Town Home are bound by and obligated to comply with the Governing Documents; provided, the Governing Documents shall apply regardless of whether such obligation is specifically set forth in the lease. The restrictions on lease terms set forth in

this Section shall not apply to Lots, Patio Homes, and Town Homes owned by Declarant. The Management Board may adopt and provide a recommended lease or leases (short- and long-term) to Owners, and may, by rule, mandate specific provisions to be included in any leases, including those to protect the Association's interests.

Within ten (10) days of a long-term lease (any lease in excess of forty-five (45) days) being signed, an Owner shall notify the Management Board or the Association's managing agent of the lease and provide a copy of the lease and any additional information the Management Board may reasonably require, including, but not limited to, all contact information of lessee, emergency contacts and employment of lessee. The Owner is responsible for providing copies of the Governing Documents to the tenant. In addition to this Section, the Management Board may adopt reasonable rules and regulations regulating leasing and subleasing, and the Neighborhood Declarations may provide additional restrictions on leasing and subleasing. Nothing contained herein or in any lease, including a promise by the lessee to pay, releases the Owner from the obligation to pay Assessments. The Management Board may, but is not required to, also adopt rules and regulations to clarify the rights and obligations of Owners who lease their Lots, Patio Homes, or Town Homes on a short-term basis.

Every Owner shall cause anyone occupying or visiting his or her Lot, Patio Home, or Town Home to comply with the Governing Documents and shall be responsible for all violations and losses they cause to the Common Areas, notwithstanding the fact that such Persons are also responsible for complying and may be sanctioned for any violation.

6.06. Lot Maintenance and Cleanliness. Each Lot, Patio Home, and Town Home Owner shall be responsible to maintain their Property in a clean and attractive manner so as to not detract from the Property and neighbors. Vacant Lots shall be clean in appearance and free from refuse, debris, unsightly or noxious weeds and potential fire hazards. If construction is not going to commence immediately upon purchase of a Lot, the Declarant recommends that "No Dumping" signs be posted on the Lot. Furthermore, the Declarant reserves the right, during the period of Declarant Control, to place such signs in the event the Owner fails to do so. The Association will notify Lot Owners if Lot cleaning or maintenance is required. If Lot Owners have not remedied the problem within fourteen (14) days of notification, the Association may perform said maintenance and may assess the Lot Owner for all associated costs or assess fines for non-compliance. Cottage owners are required to keep their lawns free of debris, toys, animal feces, or miscellaneous items, particularly on the day designated for mowing of their lawns by the Association.

6.07. Unsightly Storage and Materials. All storage and refuse containers, compost piles, utility pipes, etc., must be stored or placed at the rear of the Dwelling or located so as to not be visible from any roadway. Air conditioning equipment, electric panels and gas meters must be located on the sides or the rear of the Dwelling, never in the front yard. To preserve and protect the appearance of the Property, trash piles, broken or unfinished buildings, unused building materials, broken or inappropriate fencing, and any or all unsightly objects must not be allowed to accumulate and must be disposed of in a timely fashion. Livestock feed shall be stored in a permanent covered structure. Brightly colored tarps and/or plastic covers are not acceptable for livestock feed, wood piles, vehicles or other items. Vacant Lots are not to be used

as storage areas. Clotheslines and the drying of clothes, bedding, towels, etc. on any Lot are not permitted.

6.08. Utility Easements. Easements for the installation and maintenance of utilities and slope drainage are reserved, and may be shown on the Recorded Neighborhood Plat, over the Common Areas and each Lot. Landscaping and fencing, and the maintenance thereof, shall be allowed in these easements, provided that they do not interfere with the utilities and drainage. Landscaping, fencing, and any structure within the Easement may have to be disturbed or removed to facilitate utility maintenance. Any landscaping, structure or fence not restored by the Utility Company will be the responsibility of the homeowner to restore the disturbed areas.

6.09. Underground Utility Lines. All water, gas, electrical, telephone, television cables and all other utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground.

6.10. Parking. No inoperable or unlicensed automobiles shall be stored or parked on any Lot, roadway, or in any Common Areas at any time. No commercial vehicles with a load capacity of greater than one (1) ton or construction vehicles, including but not limited to back hoes, front loaders, dump trucks, tractor trailer, etc., shall be stored or parked on any Lot or in any Common Area unless it is for the express purpose of construction on that same Lot. Recreation Vehicles and trailers, boats or similar, may only be parked on the lot if they are screened from view or in garages. No vehicles of any kind shall be parked on lawn areas or other locations not designed for parking purposes for more than four (4) hours. Recreational vehicles including boats can be parked on the roadway for a maximum period of forty-eight (48) hours within any seventy-two (72) hour period for the purpose of loading and unloading only. The Supplemental Neighborhood Declarations for each Neighborhood Area may designate specific allowances, restrictions and information on parking and parking pads applicable to each Neighborhood Area.

6.11. Remodeling and Alteration. Except for signs and antennas, no Owner shall make structural alterations or modifications to his Lot, Patio Home, or Town Home without the prior written approval of the ACC. The ACC shall not approve any alterations, decorations or modifications that would jeopardize or impair the soundness, safety or appearance of the Property. New technologies will be considered by the ACC on a case-by-case basis.

6.12. Temporary Structures. No structure of a temporary nature or use, including but not limited to, a trailer, mobile or manufactured home, basement foundation, tent, shack, garage, or camper shall be used on any Lot at any time as a Dwelling, either temporarily or permanently. No old or secondhand structures shall be moved onto any Lots for use as a Dwelling or Outbuilding, it being the intention that all Dwellings erected on the Lots and within the Property shall be new construction of quality workmanship and materials. Animal shelters and loafing sheds must be approved by the ACC to ensure that they are not built in a temporary fashion or out of old, aluminum, or unsightly material (see Section 7.307-29).

6.13. Signs. No sign of any kind shall be displayed to the public view on any Lot except one (1) temporary sign of not more than six (6) square feet designating that the Lot, Patio Home, or Town Home is being sold or rented. Owners may install temporary political signs.

Declarant may install signs designating roadways and Common Areas. Wasatch County and the Declarant may install any other signs that are, at their sole discretion, deemed necessary.

6.14. Antennas. All antennas must be enclosed within a building and not roof mounted, with the exception of one (1) regular local television antenna per Lot. Installation of not more than two (2) satellite dishes shall be permitted; the dishes shall be twenty-four inches (24") or less in diameter. No ham radio receiver or transmitter antenna or other similar device shall be attached to or installed on the exterior portion of any Dwelling, Outbuilding, or Improvement, or placed on any Lot within the Property.

6.15. Improper Activities. Unlawful activities are not permitted on any Lot, in any Patio Home or Town Home, or in the Common Areas, nor shall anything be done that may be a nuisance to the Owners or create a noise level that is disturbing to Owners. No Owner shall store dangerous explosives or excessive amounts of flammable materials on or around their Property, on the Common Areas, or permit anything to be done that will increase risk to persons or property within the Planned Residential Development. The use of motorized recreational vehicles off roadways, if permitted at all, shall be subject to rules and regulations to be adopted by the Association. The use and ignition of fireworks is prohibited on all areas of the Property. No hunting is allowed on the Property.

6.16. Use of Common Areas. Except as specifically designed and designated therefore, the Common Areas shall not be used for storage of horses, hay, personal property, trash or refuse of any kind. Entrances, sidewalks, yards, driveways, and parking areas shall not be obstructed in any way nor shall unauthorized persons use them for other than their intended purposes. Times of use and noise restrictions will be determined by the Management Board and specific restrictions may be adopted in some of the Neighborhood Areas. The Management Board may also set such additional rules and regulations relating to use of the Common Areas as it may deem necessary or advisable.

6.17. Applicability of Governing Documents. All Owners, by acquiring and retaining a Lot, Patio Home, or Town Home specifically agree that in the event of resale, the new Owner, as a condition thereof, shall agree to and abide by the terms of the Association's Governing Documents, and any and all amendments or changes that may be made to the foregoing.

6.18. Irrigation. Secondary irrigation may be provided to each Lot in an amount set forth on the approved plat for that phase. The amount of irrigation water provided to each Lot is based upon a normal water year and regional availability and is not guaranteed. The Association and/or the Irrigation District providing the secondary water shall have the right to restrict, reduce, regulate or curtail the amount and timing of delivered secondary water. In order to manage limited water resources, the Association and/or Irrigation District may choose to specify days, times and amounts of water to be used by Lot Owner(s).

The Association is responsible for the ongoing maintenance, repair and replacement of the secondary irrigation system in the Open Space and the main irrigation trunk lines through the community to the meter of each lot provided the damage or repair was not necessitated by the negligence or wrongful conduct of an Owner in which case the responsible Owner will be responsible to reimburse to the Association the cost of said repair and/or maintenance. The

Association is responsible for paying water assessments to Lake Creek Irrigation Company, or its successor, and may charge individual homeowners for overages from their allotted water. Additionally, the Association reserves the right to expand its maintenance obligations to specific Neighborhoods beyond the water meter. The Association may impose on these Neighborhoods an additional fee associated with these maintenance services. The Association reserves the right, in its sole and absolute discretion, to assign, relinquish, subcontract, or delegate the maintenance obligations of the irrigation system within the Project (e.g. by dedicating the irrigation to Lake Creek Irrigation and having Twin Creek Special Service district assume the maintenance obligations).

The specified amount of secondary irrigation provided to each specific Lot Owner may be billed and regulated by the Association by use of a mandatory meter for each lot. The type and size of meter will be determined at the time a landscaping plan is submitted. Overage uses of water beyond the specific allocation for a Lot will be addressed by the Irrigation Company and/or Association and may include, but is not limited to: overage charges, usage curtailment and/or service disconnection. If the Association takes on the responsibility of managing the process of procuring and installing the water meters, then the Homeowner will be required to pay for such materials and services at the time of ACC plan approval, or at a time specified by the ACC in writing.

The secondary irrigation allocated to each Lot shall remain with the Lot and cannot be traded, sold or otherwise reallocated to another Lot or person without the written consent of the Home Owner's Association and Wasatch County. Notwithstanding the above, the secondary irrigation may be reallocated based upon reallocation approval from Lake Creek Irrigation and/or Twin Creek Special Service District. In addition, and notwithstanding the above, when Twin Creek Special Service District accepts the exchange of municipal industrial water shares and/or well water shares for culinary shares and transfers or exchanges the previous culinary water shares back to irrigation shares or to Twin Creek culinary shares, these exchanged shares shall be allocated entirely to the Declarant or Declarant's assigns and the allocations to the Lots shall be adjusted accordingly.

If a lot owner desires more irrigation water than is allocated to their specific Lot, they may purchase more water shares through the Association or, as applicable, from water distribution companies. The Owner will coordinate with the Association and the transfer of such additional water rights to the appropriate regulatory agency for water service to be increased to the Owner's Lot(s).

6.19. Fractional Ownership. Lot, Patio Homes, and Town Homes may be jointly owned with a maximum of up to four (4) entities or individuals unrelated by family ties. Any rentals occurring for these Lots must comply with the developments rental restrictions as stated in Section 6.05. Voting will be restricted to one vote per Lot. The majority vote of the fractional Owners will determine the one vote, with a tie among fractional Owners meaning that no vote will be recorded. Fractionalized ownership designation for a Lot will continue in perpetuity until application to the Management Board to return to single ownership is accepted. Notwithstanding the above, every Lot may be jointly owned by spouses.

6.20. Commercial Activities. Commercial activities may be authorized by the Declarant or the Management Board on non-residential property. It is anticipated at this time that such activities may include renting out the clubhouse or other common buildings for private purposes, providing opportunities for learning, such as with tennis lessons, or providing storage units, or a coffee shop, equipment rentals, among others, all for a fee. All commercial items, such as the RV storage, indicated in the preliminary plat may be built without any Management Board approval.

ARTICLE VII

CONSTRUCTION INFORMATION AND RESTRICTIONS

General Note Respecting Particular Areas: The provisions in this Section and the Neighborhood Declaration restrict the uses of Lots based upon the size and location of Lots. All sizes referred to herein are approximate, and the ACC has the discretion to adjust the applicable restrictions in the case of Lots that are slightly smaller or greater than the designated cut-off sizes.

7.01. Lot Usage.

(a) Custom Home Lots:

The Custom Homes will be built on Lots ranging from approximately ten thousand (10,000) square feet to 2.07 acres. Lot Owners will be responsible to install their own landscaping, sprinkling systems, hardscape, and fencing and are required to maintain the parking strip surrounding their property and attach its irrigation lines into their own sprinkling system at the time they landscape. There may be exceptions on main corridor park strips where the HOA will maintain the park strip and/or irrigation thereon. Main corridor roads include Lindsay Hill Road, Country Crossing Road, Mountain Shadow Road, Country Cottage Road, Old Farm Road, and Cottage Lake Road.

(b) Cottage Lots:

The Cottages will be built on Lots with a minimum size of approximately six thousand (6,000) square feet. Phase 7A, 7B, 8A and 8B will be finished complete with landscaping, sprinkling systems and hardscape at the time of Occupancy or as soon as seasonally possible. Association maintenance of Cottage Lots will be determined by the Declarant on a Phase-by-Phase basis.

7.02. Style. All Dwellings, Improvements, and Outbuildings throughout the Project must be reviewed and approved, in advance, by the ACC. The style, design, alterations or additions must conform to standards to be determined by the ACC. The following architectural styles are strictly prohibited: 1) A-frame structures; 2) Geodesic dome structures; 3) All log homes; and 4) Mobile homes or manufactured homes or any similarly constructed buildings.

7.03. Building Location. A maximum of one (1) Primary Dwelling may be built on each Lot. Each Dwelling shall be sited upon the Lot with approval of the ACC in consideration of the following factors: 1) proximity to other Lot lines; 2) proximity to neighboring Dwellings;

3) location of the driveway associated with the Dwelling and contours, 4) the aesthetic effect of the proposed siting in the context of the natural contours of the Lot; 5) the varying of front setbacks on a given streetscape; 6) the anticipated development of surrounding Lots. The ACC will consider the effect of clustering Dwellings near Lot lines. The Supplemental Neighborhood Declarations for each Neighborhood Area may identify certain Lots with predetermined building envelopes. Setbacks, side yard, and back yard requirements for all other Lots may be identified in the Supplemental Neighborhood Declarations and/or within the approved plat for each Phase.

7.04. Combining Lots. With the written approval of the ACC, and subject to such restrictions as may be imposed by the ACC and Wasatch County, two Lots may be combined into one (1) Lot. This would likely be considered a plat amendment requiring approval by the governing bodies of Wasatch County. Any such combination of Lots, once approved, shall be permanent and such Lots, once combined, may only be partitioned, subdivided, or severed with the written consent of the ACC and Wasatch County. In the event that two (2) Lots are combined, the resulting Lot shall have one (1) vote in the Association. As to Assessments on two combined Lots, the Owner will be responsible for the regular monthly Assessment of one (1) Lot, plus a monthly fee for the combined Lot in an amount of \$100 (the "Combined Lot Fee"), the Association may increase the Combined Lot Fee if it deems an increase necessary, with future special Assessments only assessed as if there is one (1) Lot. Any combined Lots shall, on recorded documents, indicate that the new Lot is subject to a different Assessment schedule than other Lots.

7.05. Dwelling Height and Size. The Neighborhood Declarations for certain Neighborhood Areas may designate alternative ridge line requirements for specific Lots. However, the maximum height for all homes is thirty-five feet (35") from natural grade according to the Wasatch County Code. Variances may be given when determining natural grade for specific lot considerations. Ridge line requirements for Peak Lots may be designated on the recorded plat. See Section 7.06.

Dwelling	Lot Size (Approximate)	Single-Story (Minimum sq ft) Main Floor	Two-Story (Minimum sq ft) Main Floor	Multi-Level (Minimum sq ft)
Cottage Homes	6,000 to 9,000 sq ft	1,400 sq ft	1,250 sq ft	2,400 sq ft
Cottage Homes	9,001 to 10,499 sq ft	1,600 sq ft	1,400 sq ft	2,600 sq ft
Cottage Homes	10,500+ sq ft	1,800 sq ft	1,600 sq ft	2,800 sq ft
Custom Home	10,500 to 12,999 sq ft	1,800 sq ft	1,600 sq ft	2,800 sq ft
Custom Home	13,000 to 17,999 sq ft	2,000 sq ft	1,800 sq ft	2,800 sq ft

Dwelling	Lot Size (Approximate)	Single-Story (Minimum sq ft) Main Floor	Two-Story (Minimum sq ft) Main Floor	Multi-Level (Minimum sq ft)
Custom Home	18,000 to 30,499 sq ft	2,200 sq ft	2,000 sq ft	3,000 sq ft
Custom Home	30,500 + sq ft	2,500 sq ft	2,200 sq ft	3,200 sq ft

Square foot minimums do not include garages.

The ACC will make final decisions regarding minimum square footages on a case-by-case basis, considering roof pitch, elevations, and position/size of garages. All two-story homes must avoid unbroken vertical elevations. On larger lots, all two-story homes are encouraged to step from level to level and emphasize horizontal lines by architectural design, trims, material changes, balconies, decks, overhangs, etc.

7.06. Ridge Line Requirements. Wasatch County determines ridge line requirements for the Development. The recorded plat, notes to the purchaser on the recorded plat, and other recorded documents for Phases 1, 11, & 14 may also designate ridge line requirements for specific Lots.

Ridge line requirements apply to **Lots 112, 113, 114, 115, and 116, 1402, 1403, 1404, 1405 and 1406**, as well as future Lot(s) as may be designated in future recordings or County requirements, such as in Phase 11. The Building Pads for these Custom Home Lots are on the recorded plat. The ridge line is defined as the highest elevation of the Building Pad (designated below for each Lot). The highest point of the roof on these Lots may not exceed thirty-five (35) feet above these elevations. No two-story homes will be allowed on these Lots, but finished space may be incorporated into the roof area within dormers, etc. as long as the total height does not exceed thirty-five (35) feet above the highest elevation of the Building Pad. Buildings on the ridge line shall step from level to level as possible, avoiding unbroken vertical elevations. Elevations shall be designed to emphasize horizontal lines by use of stepped levels and/or balconies and decks. Additionally, as the building steps down from level to level, the building shall not exceed 35' from the natural grade at each level (excluding a chimney or other approved extensions). The Wasatch County Planning Staff must approve all Dwellings and Outbuildings on these Lots for aesthetic design, landscaping, and exterior lighting.

- | | |
|-------------------------|-------------------------|
| Lot 112 - 6,032.74 feet | Lot 115 - 6,032.69 feet |
| Lot 113 - 6,037.65 feet | Lot 116 - 6,019.94 feet |
| Lot 114 - 6,029.31 feet | Lot 1402 - 6020 feet |
| Lot 1403 - 6023 feet | Lot 1404 - 6023 feet |
| Lot 1405 - 6015 feet | Lot 1406 - 6004 feet |

7.07. Setbacks, Side Yards, Home Orientation, and Elevation Design.

(a) Custom Home Lots:

The front of the Dwellings on **Lots 144, 145, and 146** must face Lindsay Hill Road. The front of the Dwellings on **Lots 1301, 1315, 1316, & 1324** must face Lindsay Spring Road. Driveway access from the rear public road is prohibited on **Lots #101, 102, 103, 104, 105, 106, 113, 114, 121, 122, 123, 124, 1322, 1323, 1324, 1325, & 1326**. Variations to this may be considered by the ACC on a case by case basis.

The minimum setback from the front plane of the Dwelling on each Lot is thirty (30) feet from the front Lot line. As per the recorded plat for Phase I of the Property, the following lots will be allowed to have different setbacks than either the 1997 Code or the current County Code allows: **Lots 107, 108, 109, and 117** are allowed 20' front setbacks due to slope related issues.

Corner Lots in Phase I are required to have 20' street side setbacks which affects the following Lots: 101, 110, 119, 124, 132, 133, 134, 138, and 147; with Lots in Phase 14 also allowed to have 20' street side setbacks which affects the following Lots: 1301, 1315, 1316, 1324, 1325, 1333, 1334, 1349, 1401, and 1409; with the Lots in other Phases as set forth in the applicable plat map(s).

Together, the two side yards must be a minimum of thirty (30) feet with a minimum of ten (10) feet on one side. On a case-by-case basis a variance from the ACC may be given to decrease the minimum to twenty (20) feet total for the two side yards together with a minimum of ten (10) feet per side. The minimum distance from the back Lot line to the Dwelling must be thirty (30) feet. On a case-by-case hardship basis a variance from the ACC may allow the distance from the back Lot line to the Dwelling to be decreased to twenty (20) feet.

(b) Cottage Lots:

In general, for Lots between approximately six thousand (6,000) square feet to less than thirteen thousand (<13,000) square feet, side yards and rear yards are defined as twenty (20) feet between buildings. Minimum setbacks for the front plane and back Lot line of the Dwelling will be ten (10) feet with a combined total minimum of the front and back lot lines of thirty (30) feet. No more than two homes, side by side, can have the same front setback, excepting those Lots that front Old Farm Road. The more specific setbacks and requirements are set forth in the 'notes to the purchaser' section of the applicable plat map(s).

7.08. Modification of Natural Contours and Grading and Drainage. The natural contours of any Lot shall not be modified in excess of four (4) vertical feet without prior written ACC approval specifically authorizing the changes to the contours. In any location where cuts exceed a three to one (3/1) slope, Lot Owners are responsible to do one of the following until the disturbed Neighborhood Area is properly re-vegetated: (1) use silt fencing; or (2) use an erosion blanket; or (3) as approved by the ACC, construct a decorative wall or use natural rock. All disturbed areas must be covered with natural soil and planted with grasses or other

appropriate plant material. Owners must retain or mitigate cuts or fills that impact any adjacent Lots. Owners have total responsibility to assure that all drainage issues are handled appropriately during grading and construction to avoid flooding of neighboring Lots and Owner's construction site or finished Dwelling. Each Owner is responsible to grade his Lot to required specifications and shall not hold the Declarant responsible for any drainage on or off the Lot. Each Lot Owner will be responsible to minimize surface water run-off within his own Lot boundary. All grading associated with construction of a Dwelling shall be completed prior to occupancy. Additional Sections in these CC&R's, such as Section 7.30, and certain of the Supplemental Neighborhood Declarations identify the Equestrian Lots and provide information regarding animal waste issues associated with those Lots.

7.09. Soil Conditions and Drainage. Historically, prior to development of The Crossings, some Areas of the Project were prone to seasonal runoff, natural drainage channels, and/or high water tables. Additionally, several years preceding the recordation of the Declaration have been characterized by drought conditions and it is thus conceivable that adverse soil and ground conditions may exist that are not currently visible or apparent. Owners and their builders should consider the possibility of water table and drainage changes in the event of increased precipitation. The Declarant strongly recommends that the Owner and building contractor take action to minimize the risk of water and settlement problems. Possible steps include expert soil and/or drainage reports, careful siting of the house outside of any visible drainage areas, appropriate elevation of the foundation, installation of French drains around the foundation, and precautions to ensure that all landscaping and downspouts drain away from the house.

The Developer has had certain engineering studies conducted that may be beneficial to Owners and builders, and those studies will be made available to Owners, upon written request and prior to commencement of construction.

7.10. ACC Approval for Building. Wasatch County will not issue a building permit without the ACC's advanced stamped approval. No construction of any kind shall commence without approval in writing from both the ACC and Wasatch County. Buyers are required to obtain a current topography of their Lot. If deemed necessary by the ACC, the Owner will have the corners of the Lot staked.

At the time of submission of Plans to the ACC, a nonrefundable fee, set by the ACC and subject to change, shall be paid to the ACC to cover costs of review, approvals, and ongoing inspections and monitoring for both the house plans and the landscape/sprinkler plans.

Two (2) sets of the following must be submitted to the ACC along with the applicable fee:

- (a) Complete Plans and specifications for any proposed construction, remodeling, or alterations of a Dwelling, Outbuilding, or Improvement;
- (b) Site plan to include a footprint of the home with its setbacks with topography and elevations in 1-foot or 2-foot contours, and show dumpster, portable toilet, material staging area and construction entrance locations; and

(c) Elevations showing all sides of the home with final and natural grade contours visible; and

(d) A written description of all proposed exterior materials and samples including natural rock/brick, all exterior colors, roofing material with brand and color, exterior wall material, trim, post, porch and railings and soffits, etc.

The ACC acknowledges the difficulty in choosing final colors and materials at the time this is submitted. The ACC will accommodate a reasonable number of changes but will not approve changes that decrease the value of the home in any way.

The ACC shall approve or disapprove Plans within thirty (30) days after the receipt of the Plans. If the ACC fails to approve, disapprove or fails to try to contact the Owner during the thirty (30) day period to discuss reasons for not approving or disapproving within that time, such Plans shall be considered approved. In the event of disapproval, the ACC shall provide reasons for the rejection and, when possible, provide recommended alterations to the Plans. The ACC will endeavor to review re-submittals as promptly as possible. The ACC shall have the right to disapprove any Plans submitted to it on any reasonable basis including but not limited to the following: the Plans are not in accordance with all the provisions of these restrictions as to design or color scheme; the Plans are not in harmony with the neighborhood and adjacent buildings; the Plans are incomplete; the Plans are contrary to the interests, welfare, or rights of all or any part of the Property or the Owners. After a reasonable appeal process, determined by the Association, the decisions of the ACC are final.

7.11. Occupancy Permit. No Dwelling shall be occupied until the Owner shall first have obtained a Certificate of Occupancy from Wasatch County. No Lot shall be used for human occupancy, either temporarily or permanently, until water and sewer are provided, connected, and available for use on the Lot.

7.12. Construction Timing. The construction of the Dwelling shall be completed within a period of twelve (12) months following the commencement of construction (the initial excavation for footings, foundation or retaining walls) unless a variance is given by the ACC for extenuating circumstances. Exterior construction may only take place between 7:00 a.m. and sunset. Every reasonable effort must be made to mitigate noise, dust, debris, and not to inconvenience neighbors in the construction process.

7.13. Construction Site Cleanliness, Rules and Requirements. The construction site must be kept reasonably clean and all rubbish and construction debris must be contained and not allowed to blow or collect on neighboring Lots. Commercial dumpsters or fenced and covered garbage areas must be provided for each building site and placed on the lot, not the street or common areas. The Lot must be kept clean continuously throughout the construction process. No broken concrete, rocks, or fill dirt may be disposed of anywhere within the Property. Wash out of cement trucks used for home construction will not be allowed anywhere in the Development except on the Lot where the cement was poured. Roadways must be kept free from debris and dirt and construction entrances must be specified on the approved plans. From the date of settlement, each Lot Owner is responsible for any damages (including sidewalk, curb,

gutter, water meter boxes, missing water box lids, rings, damaged park strip landscaping, damage to open space by contractors, etc.) and street cleaning for excess mud and dirt from trucks and equipment, or debris on vacant Lots or Common Areas and for not abiding with the requirement to maintain a trash receptacle during construction. Each Owner further agrees to be responsible for cleaning of sidewalk and/or streets with respect to any debris or dirt from Owner's contractors, sub-contractors, etc. including landscape contractors. Declarant recommends that Lot Owners require builders to provide dirt ramps over concrete curb, gutter, and sidewalks to protect Improvements during construction. It is the Owner's responsibility to see that all of the above guidelines are followed by contractors and subcontractors. This section will be strictly enforced in accordance with the provisions of these CC&R's.

7.14. Exterior Materials. White trim is permitted but white, bright or dramatic colors must not be used as primary exterior colors. Earth tones are strongly encouraged, and specific color selections and recommendations may be encouraged in the Design Guidelines established by the ACC. All exterior colors and materials must be approved by the ACC. Exterior construction materials shall be stone, brick, stucco, natural wood siding, wood shingles, composite/concrete siding, or composite/concrete shingles. The Neighborhood Declarations or Neighborhood Design Guidelines for each Neighborhood Area may designate additional specific exterior materials requirements. As new products appear in the marketplace the ACC may approve new materials and add them to the list in the Design Guidelines.

7.15. Windows. All windows must be at least double-glazed. No mirrored or reflective glass or reflective films over glass are allowed. Any trapezoidal windows must follow the shape of the roof or walls surrounding them. All windows and openings must be trimmed with a minimum of four-inch (4") header and three and half inch (3½") side and sill unless set in brick and stone. Exceptions may be made on a case-by-case basis for windows whose frames are oversized, are black or bronze in color and fit with the overall style of home architecture.

7.16. Soffits, Fascia and Rain Gutters. Aluminum, vinyl, or metal siding may be used only on soffits or fascia and fascia must be at least six inches (6") in width. Aluminum, vinyl or metal rain gutters and downspouts may be used. However, the Declarant strongly suggests that, wherever possible, the chain down system (downspout alternative) should be used. All trim materials and colors must be approved by the ACC.

7.17. Roofs. All roof materials shall complement the design and encourage compatibility with the surrounding environment. No brightly colored, highly visible, or reflective materials will be allowed. All roof colors and materials must be submitted to the ACC for approval. Care and consideration should be given to snow and ice sliding from roof areas.

(a) Custom Home Lots:

The primary roofs of all Dwellings, Outbuildings, Guest Houses, Casitas, and Studios must be a minimum of a seven/twelve (7/12) pitch; roofs of an eight/twelve (8/12) pitch are strongly encouraged. The ACC may approve different pitches for aesthetic considerations or to facilitate height restrictions. If used, asphalt shingles must be the Architectural Design style and warranted for a minimum of twenty-five (25) years.

(b) Cottage Home Lots:

The primary roof must be a minimum six/twelve (6/12) pitch. The ACC may approve different pitches for limited portions for aesthetic considerations or to facilitate height restrictions. The same shingles must be used throughout all Cottage Phases. The acceptable architectural shingle is Weatherwood by Tamko. If this shingle becomes unavailable, or at the ACC's sole discretion, a similar product may be chosen as the standard.

7.18. Chimneys and Vents. Chimneys and exposed metal flues must be enclosed and their visual effect are to be minimized.

7.19. Balconies, Porches, and Decks. Any balcony, porch, or deck that is more than twenty-four inches (24") above natural grade must be constructed in compliance with the following: All posts or pillars supporting any balcony, porch, or deck must be a minimum of eight inches (8") in width if it extends one story or less, if the post extends more than ten feet (10') visually, the post must be a minimum of ten inches (10") in width with the actual requirement set by the ACC depending on the proportions to which the posts support. The space under any deck shall not be used for storage unless it is landscaped or screened.

7.20. Foundation. A concrete or masonry foundation wall must form a complete enclosure around the perimeter of each Dwelling or Outbuilding. Excessive exposed foundation walls over two feet are not allowed unless covered with rock or other decorative material or stuccoed, not skim coated as approved by the ACC. In place of foundations, concrete slabs are acceptable.

7.21. Exterior Lighting. Any light used to illuminate Dwellings, garages, patios, parking areas, landscaping, pastures or for any other purpose shall not be glaring or distracting and, to the extent reasonably possible, should adhere to Dark Sky principles and direct light away and downward with minimal glare towards adjacent Dwellings and Outbuildings and away from the vision of passing motorists and pedestrians.

7.22. Solar Installations. In accordance with law, solar panels may be installed on homes and outbuildings. Specific requirements of solar products, their installation and their location will be determined by the ACC. All must be approved by the ACC prior to any installation. See the Design Guidelines for specific installation requirements.

7.23. Outbuildings.(a) Custom Home Lots:

The ACC must approve all Outbuildings. The building materials must be constructed from the same materials as the Dwelling and the roof materials must be the same as the roof materials used on the Dwelling. The location of Outbuildings must not detract from the Dwelling; the siting of the primary Dwelling should always be the focus. Outbuildings should be placed behind the front plane of the home and within the

required setbacks for the home. All Outbuildings must be sited according to Wasatch County Code with consideration to neighboring properties. The ACC will approve the height and size of each Outbuilding based on its siting and proportion to the primary Dwelling and visual proximity to other homeowners. The number of Outbuildings permitted on Lots is shown in the chart below. The ACC always retains discretion to grant a variance on Outbuildings for any Lot.

Dwelling	Lot Size (approximate)	Maximum Outbuildings Allowed
Cottage Homes	6,000 to 9,999 sq ft	None
Cottage Homes	10,000+ sq ft	ACC will consider on a case-by-case basis.
Custom Homes	10,000 to 12,999 sq ft	ACC will consider on a case-by-case basis.
Custom Homes	13,000 to 27,860 sq ft	One (1)
Custom Homes	27,860 sq ft and up	One (1) ACC will consider additional Outbuildings on a case-by-case basis.

(b) Cottage Home Lots:

No Outbuildings will be allowed on Cottage Home Lots on lots less than 10,000 square feet. Sheds or playhouses (less than 100 square feet) may be allowed. See Design Guidelines for restrictions and requirements.

7.24. Garages and Required Off-Street Parking. Lot Owners are strongly encouraged to minimize the visual effect of large garages by using a side entry plan or placing the garage towards the rear of the Dwelling. Three-car garages that face the roadway shall be avoided whenever possible. Front-facing garages with more than two (2) bays must offset the additional bay doors. If the topography of the Lot dictates a 'garage under' style, the location of the garage in relationship to the plane of the house or porch will be considered on a case-by-case basis by the ACC. The ACC will consider the massing of the home in relation to the size of the Lot when approving a 'garage under' style. If a side entry garage is used in a Cottage Lot, the setback shall be a minimum twelve and one-half (12½) feet from the top back of the rolled curb. Garages must be set back a minimum of one(1) foot from the front plane of the home unless a side entry garage configuration is used. Front load garages for Custom Lots must be set back a minimum of thirty feet (30') feet from the property line and front load garages for Cottage Homes must be set back a minimum of twenty feet (20') from the property line per Wasatch County Code.

Dwelling or Lot Type	Required Attached Garages (Minimum)	Required Off-Street Parking Places (Minimum)*
Town Homes	Two-Car (2-Car)	N/A

Dwelling or Lot Type	Required Attached Garages (Minimum)	Required Off-Street Parking Places (Minimum)*
Cottage Homes	Two-Car (2-Car)	Two (2) (10' x 20')
Custom Homes	Three-Car (3-Car)**	Three (3) (10' x 22')**

* Driveway space may be used to meet the off-street parking requirement.

** On Custom Home Lots, the ACC may allow two-car (2-car) garages and require only two (2) off-street parking spaces when the width of the Lot is an issue. On such Lots, Owners are strongly encouraged to design a double deep three-car (3-car) garage.

7.25. Restrictions on Additional Off-Street Parking. Hard surface parking in excess of one Off-Street Parking Place per garage stall, and in addition to driveway space, shall be allowed only as permitted by the ACC and shall be limited as follows:

Dwelling	Lot Size (Approximate)	Maximum Parking Pads Allowed
Town Homes	N/A	None
Cottage Homes	Up to 9,999 sq ft	None
Cottage Homes	10,000 + sq ft	The ACC may consider one (1) pad on a case-by-case basis
Custom Homes	10,000 to 12,999 sq ft	The ACC may consider one (1) pad on a case-by-case basis
Custom Homes	13,000 to 17,499 sq ft	One (1)
Custom Homes	17,500 + sq ft	Two (2)

The ACC will consider additional pads on a case-by-case basis.

The ACC must approve all parking pads and will consider each pad's location in relation to the attached garage, driveway, property lines, and visibility issues. Parking pads should be aligned with the front plane of the garage or in another location that is not a primary focus. All parking pads must be constructed of hard surface materials. Vehicles may be parked on parking pads according to Section 6.10.

7.26. Improvements and Landscaping. A Plan for all of the Improvements including, but not limited to, landscaping, automatic sprinklers, hard surface areas, fencing, outdoor lighting, and a list of building materials being used must be submitted to the ACC for approval, either at the same time the building plans are submitted or no later than thirty (30) days prior to the date when Owner plans to begin to install such Improvements. This is to allow time for review and possible revision. The Plan must include an automatic sprinkler plan, a combination of trees, plantings, grass, hard surface materials and layout, fencing, changes to the natural grade of 3½ feet or more, and all other appropriate detail. All trees and plants should be identified by name and size. Owners must take into consideration the mature size of all trees and plants and the eventual impact on neighbors' views. Homeowners are required to maintain, and landscape, the park strip surrounding their property and connect park strip irrigation lines into their own sprinkling system at the time they landscape. There may be exceptions on main corridor park

strips where the HOA will maintain the park strip and/or irrigation thereon. Corridor roads include Old Farm Rd., Lindsay Hill Rd., County Crossing Rd., Mountain Shadow Rd., Country Cottage Rd. and Cottage Lake Rd. Construction may not begin without written approval from the ACC and payment of the Landscape Bond as explained in Section 5.10.

If a final building inspection is completed by Wasatch County after July 31 of a given year, all landscaping must be completed no later than the following July 1. If the final building inspection is completed between April 1 and July 30, all landscaping must be completed within ninety (90) days following the inspection.

(a) **Custom Lot Landscaping & Irrigation.** With the exception of Phase 1 (A) where each Lot has a specific secondary water allotment, secondary irrigation shall be provided to each Custom Lot to irrigate all non-hard surfaces of the Lot in an amount of up to one-quarter (.25) acre.

Lot Owners may neither irrigate nor install landscaping that requires irrigation on more than one-quarter acre of any Lot unless the Owner secures additional water resources through the service provider and/or Association sufficient to irrigate additional landscaped areas above and beyond the allotment set forth herein.

Each lot will be required to have a meter installed at the time of landscaping. The amount of irrigation water provided to each Lot is based on a normal water year and regional availability and is not guaranteed. The Crossings at Lake Creek Home Owners Association and/or the managing secondary irrigation entity providing the secondary water shall have the right to restrict, reduce, regulate, or curtail the amount and timing of delivered secondary water. In order to manage limited water resources, the Association and/or the managing secondary irrigation entity may choose specific days, times, and amounts of water to be used by Lot Owners. The specified amount of secondary irrigation provided to each specific Lot Owner may be billed and regulated by use of a meter, at the discretion of the Association or the managing secondary irrigation entity. Overages of water beyond the specified allocation for a Lot will be addressed by the managing secondary irrigation entity and/or the Association and remedies may include, but are not limited to: overage charges, usage curtailment and/or service disconnection. The secondary irrigation provided to each Lot shall remain with the Lot and cannot be traded, sold or otherwise reallocated to another Lot or person without the written consent of the Association and Wasatch County.

(b) **Cottage Landscaping.** Association maintenance of Cottage Lots will be determined by the Declarant on a Phase-by-Phase basis. Specific requirements for each Phase may be outlined in the Neighborhood Design Guidelines or similar documents for the Phase.

In the Cottage Homes, landscapes will be maintained by the Association. Cottage Owners must give the Association's landscape contractor access to their landscaping for maintenance with the exception of those areas that are fully enclosed. Maintenance of any portion of the yard that is fully enclosed will be the responsibility of the Cottage Owner. Cottage owners may install hot tubs, fencing, screens, personal garden areas or other

outdoor structures with ACC approval. These added areas must be maintained and replaced by the Cottage Owner and are not the responsibility of the Association.

A fee will be assessed to cover the additional cost of maintenance and snow removal.

The builder and/or Owner will be responsible for setting the initial watering of the plants and lawn until the landscaping is fully established.

When landscaping is complete, the builder and/or Owner will notify the ACC to inspect the installation. If installed per approved plan, the ACC will give written acceptance of the landscaping and Association mowing and weeding of the Lot will begin. Any additional plants or perennial flowers to be added in Association maintained areas must be approved by the ACC prior to installation but will not be maintained by the Association. The Association is not responsible or liable for any plant not on the approved plan.

If the Cottage Owner desires additional services performed on their Lot, the Owner may separately contract with a landscaper for those services. The Association will not be a party to these services nor be responsible or liable for any of the matters that arise as a result of such services. Use of these services does not negate owner responsibility for the Owner's Association maintenance fees.

Cottage Owners are allowed a raised planting vegetable/flower box of no more than (fifty) 50 square feet. Placement and design must be approved by the ACC. The Owner must take full responsibility for maintenance of the box and its contents.

The ACC may determine on a Phase-by-Phase basis irrigation standardization requirements, unacceptable plants for the cottage areas and landscape construction requirements that will be outlined in Neighborhood Design Guidelines, ACC Design Guidelines, or similar documents.

(c) **Equestrian Lot Landscaping.** All pastures must be irrigated, fully fenced and seeded. Pastures may be permitted in front and side yards. Front yard pastures will need a landscaped buffer of twelve (12) feet from the property to the fence of the pasture and must be fully enclosed by fencing. If pastures are on either side of the driveway, there must be a landscaped buffer of a minimum of eight (8) feet between the driveway and the pasture fence. The location of all animal enclosures must be approved by the ACC.

7.27. Fencing. All fences, screens or walls, including fencing designed and used for animal enclosures, must be approved by the ACC. The Design Guidelines may designate approved fencing for specific phases.

Traditional uncoated chain-link fencing may not be used for primary fencing; it may only be used to confine animals within a yard if it is completely concealed from view during all seasons of the year. Coated chain-link fences are allowed for sports courts. Invisible fencing is also an acceptable alternative for containing animals.

(a) **Custom Homes**

The ACC encourages open rail fencing. Fences and walls shall not exceed six (6) feet in height in side yards or backyards. Fences, walls or hedges in the front yard or the side yard and fencing from the front plane of the home will be considered by the ACC on a case-by-case basis, with visibility and safety as the primary concerns.

Brick, stone, stone-look and stained concrete, decorative wood, iron, Trex, two, three or four rail lodge pole fencing, brick blocks or a combination of these, are acceptable fencing materials. Vinyl, chain link, straight wood with no decorative treatments, rough-hewn rail fencing, cinderblock, and non-decorative cement are unacceptable fencing material. All fencing facing main corridor roads must be 3 rail lodge pole fencing, unless another standardized fencing is adopted by the Declarant or the Management Board. Traditional chain-link fencing may not be used for primary fencing; it may only be used to confine animals within a yard if it is completely concealed from view during all seasons of the year. Invisible fencing is also an acceptable alternative for containing animals.

The ACC may approve new fencing products not listed.

Dirt or riding corrals and irrigated pastures may not be constructed of traditional chain link or barbed wire.

(b) **Cottage Homes**

Each Cottage Phase will have approved fencing materials. Cottage fencing standards will be outlined in the applicable Design Guidelines per phase. Cottage Lots are allowed to have fencing yet open yards are preferred. Fencing more than six (6) feet high is not allowed.

All fencing must allow access for landscapers unless fully enclosed where the homeowner will maintain the enclosed area. If homeowners choose to fully enclose a portion of their yard they will be required to maintain anything within the closure.

- (c) **Fencing and Sight Distance at Intersections.** No fence, wall, hedge or shrub in excess of three (3) feet in height above road grade shall be placed on any corner Lot within a triangular area formed by the streets at the Property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, except a reasonable number of trees pruned enough to permit automobile drivers an unobstructed view. The same sightline limitations shall apply on any Lot within ten (10) feet from the intersection of a street Property line with a driveway. This shall not require changes in the natural grade on the site. If a necessary traffic or street sign is proposed to be placed near an intersection, the ACC may

apply different standards. Wasatch County standards will apply if they are more restrictive.

7.28. Mailboxes. On Custom Home Lots, where allowed by the Postmaster, each Dwelling must have a permanent mailbox structure that harmonizes with the style of the Dwelling by using the same materials as used on the home. The address must be permanently engraved or attached to the Dwelling and the mailbox and preferably lighted on the Dwelling. Mailboxes should be of sufficient size to accommodate large parcels and several days' mail. Optional newspaper holders may be included within the mailbox structure. On Cottage Lots and in the Town Homes Neighborhood, there will be common mailbox locations as determined by Declarant or the Postmaster. The ACC must approve all mailboxes and may, by rule, establish pre-approved mailboxes. Construction of Mailboxes made of similar materials as the home, must be complete before the Landscape Bond is required to be returned. Cottage mail will be delivered to clustered mailboxes provided by the US Postal Service within each Phase.

7.29. Vegetation. Lot Owners should carefully consider the preservation of any natural vegetation and existing trees on their Property.

7.30. Animals. No wild or dangerous animals, cows, roosters, peacocks, or swine (except a domestic indoor pig), can be kept on any Lot or in any Town Home. Dogs, cats or other household pets may be kept, provided they are kept in accordance with the Wasatch County Code. The types and numbers of animals allowed in different sized Lots and Town Homes in the Property are established according to the chart below, with dogs, cats and other household pets included in the chart. The ownership, possession, and control of animals is subject to the rules and regulations of the Association, which rules and regulations may be established, promulgated, and revised from time to time by the Association for the peaceable enjoyment of the residents of the community.

The Owner of any animal(s) shall be personally liable for any and all damages or inconveniences resulting to other Owners or third parties from an Owner's animal(s). Animals shall not be allowed to roam unrestrained through the Property or neighboring properties. Without exception, all dogs shall be restrained on a leash when off the Owner's Lot or Town Homes, except in leash-free zones as established and clearly marked by the Association. Dogs are never to be left unattended in an unenclosed yard. Dog owners are responsible to immediately pick up all dog feces on their lot, common space and public property. Excessive and annoying barking, bird noises, or other animal noises will not be tolerated. Owners are to contain their dogs so as to not harass the wildlife. Refer to Article XII for enforcement.

(a) Cottage Lots. Cottage owners will be responsible for repair of landscaping damage on their Lot or other Lots caused by their animal(s) and may be assessed for repair of landscaping damage by their animal(s), if landscaping is maintained by the Association. Owners are responsible for the immediate cleanup of all animal feces on all Lots and Open Space or other Common Areas. All dog feces on a Cottage Lot must be removed prior to the weekly Association landscape maintenance day. Outdoor dog houses may be approved by the ACC on a case-by-case basis, but the ACC is under no

obligation to approve any such dog houses. If a dog house is approved, it must be kept in a fenced area and shielded from view of the neighbors.

(b) Custom Lots. Animal owners are responsible to immediately pick up their animal’s feces that are deposited in their front yard and on any Property outside of their own Lot. Excessive and annoying barking, bird noises, or other animal noises, etc. will not be tolerated. Dogs must not harass wildlife. Refer to ARTICLE XII for enforcement.

The ACC must approve the plans for construction of all shelter facilities, including size, material and placement as well as the fencing for all animals. Barns, loafing sheds and chicken coops must be made of materials and colors used on the main home. No corrugated metal or poorly constructed shelters are allowed. Placement of these facilities must be within the lot setbacks and behind the front plane of the home screened from view. Chain link, wire or wire mesh fencing may not be used to confine animals unless it is completely concealed from view during all seasons of the year. Invisible fencing may be used where appropriate.

On Custom Lots, chickens are allowed as long as they are in a fenced area, not allowed to run wild, are not a nuisance to surrounding neighbors and their coop is shielded from any neighbors’ view. A maximum of 6 chickens per Lot is allowed, but in no event are any roosters allowed. Owners must maintain the coop such that there are no annoying smells to neighboring properties.

(c) Equestrian Lots. Large animals that are allowed include horses, llamas, alpacas, and donkeys. Small animals that are allowed include sheep, goats, dogs, cats and chickens. The number of allowed animals per size of Lot is shown in the chart below. No corral shall be constructed or maintained closer than twenty feet (20’) to any open waterway. Surface drainage from corrals shall not be permitted to drain into a live waterway that drains into a natural stream.

The Owners of the Equestrian Lots will be responsible to contain all animal waste products and must submit a plan for such containment to the ACC along with the Dwelling and Outbuilding plans.

The following table highlights the amount and types of animals allowed on various Lot types:

Dwelling	Lot Size (approximate)	Small Animals (Maximum & Type Allowed)	Large Animals (Maximum Allowed)
Cottage Homes	6,000 to 13,000+ sq ft	2 dogs, 2 cats	None
Custom Homes	10,000 to 12,999 sq ft	2 dogs, 2 cats, 3 chickens**	None

Dwelling	Lot Size (approximate)	Small Animals (Maximum & Type Allowed)	Large Animals (Maximum Allowed)
Custom Home	13,000 to 27,860 sq ft	2 dogs, 2 cats, 6 chickens**	None
Custom Home	.64 acres to 2 acres	3 dogs, 3 cats and 6 chickens, 2 goats, 2 miniature horses, 2 miniature cows with a max total of 8 of the above animals**	None
Equestrian Lot #'s 125, 126, 127 and combined Lots of 141 & 142	1 to 1.4 acres	8 small animals as defined above**	2
Equestrian Lot #'s 128, 129, 130, 131, 132, 133 & 143	1.5 to 1.9 acres	8 small animals as defined above**	4

**A domesticated indoor pig is considered a dog or small animal. A miniature horse or cow must not exceed thirty-eight inches (38") in standing height when fully mature.

Additional Equestrian Lots may be added in future Phases, with the Declarant or Management Board having the authority to designate such additional Equestrian Lots by filing a Notice of Designation or similar document, such as a plat map with the designation included, on the applicable Lot(s) without needing to amend these CC&R's.

7.31. Concrete Damage and Cleanup Bond. At the recording of the plat for each subsequent Phase, Declarant will be required to post an infrastructure bond with Wasatch County. Owner agrees to deposit in escrow one thousand dollars (\$1,000) per Lot, with Declarant's title company or other designated escrow company on behalf of the Declarant or its designated agent. When the Wasatch County Bond is released, the Declarant or its designated agent will then inspect the Lot (including the sidewalks, curb and gutter, water boxes, and all surrounding Lots and roadways). All or part of the escrowed funds may be used by the Declarant for the following: replacement of damaged sidewalks, curb and gutter; replacement of missing water box lids and/or rings; cleaning of streets and neighboring Lots where construction debris has accumulated; removal of washout from cement trucks, and any and all damage or cleaning caused by Owner or subsequent Owner(s). Deductions from the escrowed monies will require no authorization or signature from the Owner. The Declarant or its designated agent will make

all decisions and such decisions shall be final. After Wasatch County has completed final inspections and released the Declarant's final Guarantee/Infrastructure Bond for the specific Phase where the house/Lot is located, any remaining funds will be returned to the Owner minus any escrow fees. In the event of the resale of the Lot/house prior to the bond release the Owner should consider a reimbursement of this escrow amount from the new Owner and transfer the bond into the new Owner's name, by contacting the Declarant and providing documentation of the transfer.

7.32. Additional Restrictions. The ACC may, from time to time, adopt, amend, and repeal rules and regulations to be known as "Design Guidelines," and various Development Phases or Neighborhoods may have their own unique set of Design Guidelines in effect. Said guidelines shall interpret and implement the provisions of the Declaration and the overall vision of the Development by setting forth the standards and procedures for the review and approval of proposed Improvements; guidelines for architectural design and placement of any work or Improvement; or color schemes, exterior finishes, and materials; and similar features that are recommended or required for use within the Property, provided that said guidelines shall not be in derogation of the minimum standards required by the Declaration. In the event of any conflict between the Design Guidelines and the Declaration, the Declaration shall prevail. Neighborhood Design Guidelines may be adopted by the ACC that will incorporate the minimum standards required by the Declaration and that are specific to certain Neighborhoods.

ARTICLE VIII

EASEMENTS

8.01. Easements in Common Area.

Declarant grants to each Owner a right and easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying the property to the Association; and
- (c) The Management Board's right to:
 - (i) adopt rules regulating Common Area use, including rules limiting the number of guests who may use the Common Area, and charge use fees for such use;
 - (ii) suspend the right of an Owner to use any Common Area amenity (A) for any period during which any assessment or other charge against the Owner's Lot remains delinquent, and (B) for a period not to exceed thirty (30) days for a single violation, or for a longer period in the case of any continuing violation, of the Governing Documents; provided, the Management Board may not impair an Owner or occupant's access to his or her Lot;

(iii) dedicate or transfer all or any part of the Common Area, subject to any approval requirements set forth in this Declaration;

(iv) rent any portion of any clubhouse or other Common Area recreational facilities on an exclusive or non-exclusive short-term basis to any Person;

(v) permit use by the general public, which use may be subject to admission charges, membership fees, or other user fees established in the Management Board's discretion; and

(vi) mortgage, pledge, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred for the benefit of the Association.

Any Owner may extend his or her right to use the Common Area to the members of his or her family, tenants, and social invitees, as applicable, subject to reasonable Management Board regulation. An Owner who leases his or her Lot or Town Home shall be deemed to have assigned all such rights to the tenants of such Lot or Town Home for the lease term, as long as the lease term is more than one month and tenants have agreed, in writing, to be subject to all of the rules, regulations and covenants of the Association and the Lot.

8.02. Easements for Utilities and Other Infrastructure.

(a) Installation and Maintenance. Declarant reserves for itself, during the Declarant Control Period, and grants to the Association, and utility providers, easements (which shall be perpetual unless specifically limited, and non-exclusive unless made exclusive) throughout the Property (but not through a structure) to the extent reasonably necessary to:

(i) install utilities and infrastructure, cable and other systems for sending and receiving data and/or other electronic signals, drainage systems, and security and similar systems to serve The Crossings;

(ii) install walkways, pathways, and trails, street lights, and signage on property which Declarant or the Association owns or within public rights-of-way or easements reserved for such purpose on a Plat;

(iii) inspect, maintain, repair, and replace the utilities, infrastructure, and other improvements described above; and

(iv) access and read utility meters.

Notwithstanding the above, Declarant reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

(b) Specific Easements. Declarant also reserves for itself the non-exclusive right and power to grant and record such specific easements as may be necessary, in

Declarant's sole discretion, to develop property as a part of The Crossings. The location of the easement shall be subject to the written approval of the burdened property Owner, which approval shall not unreasonably be withheld, delayed, or conditioned.

(c) Minimal Interference. All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to the condition existing prior to the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

8.03. Easements for Development. Declarant reserves for itself and its duly authorized agents, successors, assigns, and mortgagees, a non-exclusive easement over the Common Area for enjoyment, use, access, and development of The Crossings, including portions not subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for (a) making, constructing, and installing improvements (within the Common Areas and elsewhere), as it deems appropriate in its discretion, (b) construction of roads, and (c) connecting and installing utilities.

If the above easement grants permanent access to any property that is not submitted to this Declaration, Declarant, or its successors or assigns, shall enter into a reasonable agreement with the Association to share the cost of maintenance that the Association provides for the benefit of the easement holder. The shared maintenance costs may include maintenance to or along any roadway providing access to the benefited property.

8.04. Easements for Maintenance, Emergency, and Enforcement. Declarant grants to the Association non-exclusive easements over the Property, including the Lots, as necessary to fulfill their respective maintenance responsibilities. The Association shall also have the right, but not the obligation, to enter upon any Lot or into any Town Home for emergency reasons, to perform maintenance, and to inspect for the purpose of ensuring compliance with and enforcing the Governing Documents. Any member of the Management Board, and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties may exercise such rights. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

Without limiting the generality of the foregoing, the Association shall have the following specific easements over certain Lots: (a) an easement over those Lots which border on a lake, trail, or similar improvement as necessary to perform maintenance; (b) an easement over any Lot that borders on the Open Space as necessary for maintenance of such Open Space; and (c) an easement over such other portions of the Lots subject to, or adjacent to, such specific easement areas as reasonably necessary to access such easement areas.

Declarant grants to the Association, subject to any required notice, an easement and right to enter a Lot to abate a Governing Document violation and/or to remove any structure, thing, or condition that violates the Governing Documents.

8.05. Easements for Lake and Pond Maintenance and Flood Water. Declarant grants to the Association, and its successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the Property to (a) install, operate, maintain, and replace pumps to supply irrigation water to the Common Areas; (b) construct, maintain, and repair structures and equipment used for retaining water; and (c) maintain such areas. The Association, and its successors, assigns, and designees shall have an access easement over and across any portion of the Property as is reasonably necessary to exercise such rights under this Section.

Declarant further grants to the Association, and its successors, assigns, and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not inside a dwelling or other structure) adjacent to or within one hundred (100) feet of bodies of water and wetlands within The Crossings, in order to (a) temporarily flood and back water upon and maintain water over such portions of The Crossings; (b) alter in any manner and generally maintain the bodies of water and wetlands within the Common Areas; and (c) maintain and landscape the slopes and banks pertaining to such areas, including irrigating and mowing lawns, described in this Declaration and shown on a Plat. Anyone exercising these easements shall use reasonable care in and repair any damage resulting from his or her intentional exercise of the easements. Nothing herein shall be construed to make the Association or any other Person liable for damage resulting from flooding due to natural occurrences or other occurrences not reasonably foreseeable or under the control of the Association or such other Person.

8.06. Easements for Cross-Drainage. All portions of the Property shall be burdened with easements for natural drainage of stormwater runoff from other portions of The Crossings; provided, no Person shall alter the natural drainage on any Lot to increase materially the drainage of stormwater onto adjacent properties without the consent of the Owner(s) of the affected property, the Management Board, and Declarant during the Declarant Control Period.

8.07. Rights to Stormwater Runoff, Effluent, and Water Reclamation. Declarant reserves for itself and its designees all rights to ground water, surface water, stormwater runoff, and effluent located or produced within the Property, and each Owner agrees, by acceptance of a deed to a Lot, that Declarant shall retain all such rights unless and until it assigns such rights to the Association, as applicable. Such rights shall include the reservation of an easement over the Property for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff, and effluent. This Section may not be amended without Declarant's consent, and the rights created in this Section shall survive termination of this Declaration.

8.08. Easements for Maintenance of Cottage Lots. Cottage Owners must allow access to their yard for landscape maintenance and repair, and all Cottage Owners grant to the Association and its contractors an easement for full access to their yards for landscape maintenance and repair in all Cottage Phases maintained by the Association.

ARTICLE IX

ENVIRONMENTAL RESPONSIBILITY

9.01. Garbage Removal and Toxic Waste. Owners will place their garbage in an approved container and location and it will be collected on a scheduled basis by Wasatch County. All garbage cans or containers must be stored in such a way as to not be visible from any roadway or the rear of the home. Garbage cans are not to be left in the collection location for more than twenty-four (24) hours. All toxic and/or environmentally sensitive waste must be properly disposed of and absolutely shall not be put in the sewer or storm drain system.

9.02. Fire Protection. Fire protection will be provided by the Wasatch County Fire Department, and Owners will be required to pay any assessments levied by Wasatch County or others acting on its behalf. Wasatch County may require sprinkler systems for Custom Homes based on size or other factors.

9.03. Open Space/Common Area. The Declarant has identified Open Space/Common Areas on the Plats. The Open Space shall be accessible to all Owners of the Property, subject to reasonable rules and restrictions of the Association. During the Declarant Period, the Declarant shall have sole control over the addition of any new Improvements, amenities or assets or any change in the nature of any existing Improvements, amenities or assets in the Open Space/Common Areas. After the Declarant Control Period, the Association may in its discretion construct Improvements, trails, buildings, recreational areas, private roads, or any other items it deems appropriate within the Open Space/Common Areas for the benefit of the Owners. During the Declarant Control Period, the Association shall maintain, replace and repair any Improvements, amenities or assets within the Open Space/Common Areas.

9.04. Trail System. Trail Improvements, if constructed, shall be used only for hiking, bicycling, cross-country skiing, skiing, horseback riding, and other non-motorized travel. Trails will be limited to non-motorized travel with the exception of golf carts or similar low speed vehicles and service vehicles. The speed limit for all motorized vehicles will not exceed 15 mph on the Trails unless amended by the Declarant. Motorized vehicles may not be allowed on all Trails within The Crossings at Lake Creek, posted signage will identify where motorized vehicles are allowed. Trails with designated pedestrian paths will be dedicated for public use according to the terms of the Development Agreements for each phase. The Declarant and Management Board have the ability to create and enforce reasonable rules regarding the trail system such as, hours of operation or prohibited uses and activities. These rules apply to the public and to the members of the Association. Reasonable appurtenances to the trail system are permitted, such as benches, informational or regulatory signs, trash containers, drinking fountains, exercise stations, bicycle racks, and similar items for the use and enjoyment of persons making use of the trails; provided, however, that this shall not be construed as allowing trailhead parking lots, rest rooms, maintenance buildings, or any other enclosed structure.

9.05. No Camping or Open Fires. The Open Space is not to be used for camping at any time. No open fires or similar burning may occur in the Open Space except for in areas designated by the Association.

9.06. Waiver of Damage Claims. Each Owner for himself and his successors and assigns and his guests and invitees waives all claims for damages, injuries, or any other claim resulting from the Owner's use of the Open Space or of any waterways or water bodies, including claims for damages resulting from the gross negligence of the Association in the management and maintenance of the Open Space or waterways or water bodies.

ARTICLE X

EXTERIOR MAINTENANCE

10.01. Maintenance of Building Exteriors. The exterior maintenance of all the Town Homes is the responsibility of the Town Home Neighborhood Association. Additional information respecting the obligations of ownership in the Town Homes may be set forth in the Supplemental Neighborhood Declaration or plat maps for the Town Homes Neighborhood Area. In all of the other Neighborhood Areas, including the Custom and Cottage homes, the exterior maintenance of the Dwellings and all Outbuildings is the responsibility of each individual Owner. All maintenance of Common Area structures is the responsibility of the Association.

10.02. Improvements. All Improvements including, but not limited to, sprinkling systems, trees, shrubs, flowers, grass, groundcover, fences, and hard surface areas, including maintenance thereof, are the responsibility of each individual Owner of a Custom Lot. The Supplemental Neighborhood Declarations, plat maps, and the Homeowners Association for The Cottages and the Town Homes may define further maintenance obligations for those specific Neighborhood Areas. The Neighborhood Association's, or the Association upon its election, will maintain the exterior landscaping of Phases 7a and 8a of the Cottages.

ARTICLE XI

INSURANCE

11.01. Declarant/Association Insurance. The Association shall obtain from insurance companies licensed to do business in the State of Utah, and shall keep in full force and effect at all times, the following types of insurance covering Open Spaces and the Common Area and shall pay the premiums thereon as a common expense.

11.02. Fire and Casualty Insurance. The Association shall obtain a policy or policies of insurance on the Common Areas of the Property in such amounts as shall provide for the maximum insurable replacement thereof in the event of damage or destruction. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association shall elect such "deductible" provisions as in the Association's opinion is consistent with good business practice.

11.03. Public Liability and Property Damage Insurance. The Association shall obtain a broad form of comprehensive liability insurance coverage, in such amounts and in such forms, as it deems advisable to provide adequate protection against liability for personal injury, death, and property damage. Coverage shall include without limitation liability for operation

of automobiles on behalf of the Association and all activities in connection with the ownership, operation, maintenance, and other use of the Property or any portion thereof.

11.04. Contractors'/Subcontractors' Insurance. All contractors and subcontractors who provide any services on any of the Lots, Town Homes, or Common Areas of the Property are required to provide and maintain adequate liability, personal injury, project, risk, and hazard insurance for the duration of their services. The party providing services is obligated to provide written proof of such insurance prior to the commencement of services. The Association may exempt certain contractors from this requirement. All contractors and subcontractors who provide any services to any portion of the Property agree to be responsible for their actions, negligence, and damages that they may cause, **whether or not they have insurance coverage. This Section does not provide a cause of action against the Declarant, ACC, or Association if a contractor or subcontractor performs services without providing appropriate proof of insurance.**

11.05. Lessee. Any individual or business entity that leases and operates either the RV Storage Facility or any other portion of the Property, must secure and maintain adequate liability, personal injury, project, risk and hazard insurance for the duration of their services. The ACC shall have the right to adopt rules establishing specific amounts and types of insurance that must be maintained. Written proof of such insurance is to be provided by the individual or business prior to the commencement of services. **This Section does not provide a cause of action against the Declarant, ACC, or Association if a party provides services without providing appropriate proof of insurance.**

ARTICLE XII

VIOLATIONS AND ENFORCEMENT

12.01. ACC and Association Powers and Enforcement. Enforcement under this Declaration may be accomplished by any lawful means, including proceeding at law or in equity against any person or persons violating or attempting to violate any provision herein, either to restrain or eliminate the violation or recover damages. The violator shall be required to pay the expenses incurred therein, including reasonable attorney fees. As set forth in ARTICLE IV and elsewhere in the Governing Documents, the Association may enforce the failure of Owners to pay Assessments through recording a Notice of Lien or similar document evidencing a lien with the Wasatch County Recorder and foreclosing the lien against the applicable Lot in accordance with the provisions relating to foreclosure of trust deeds under Utah law, or under any other laws relating to lien enforcement. The Association may also enforce the Assessments through personal action against the Owners, or through any other remedy available at law or in equity. No liability shall attach to the Declarant, the ACC, or the Association in acting pursuant to the provisions of this Declaration.

(a) In the event the Declarant, ACC, or Association seek to enforce any provisions of the Governing Documents, the Declarant, ACC, or Association shall first provide written notice of a violation to the party(ies) involved and provide two (2) to thirty (30) days to remedy the situation. If the violation is not remedied, the Declarant, ACC, or Association may then assess a fine, file a lien on the applicable property and/or

file a lawsuit for enforcement of the fine(s) and/or lien(s), notwithstanding the other provisions herein.

12.02. Complaint Procedures. The Declarant, the ACC, or any Owner has the right to file a complaint with the ACC or Association regarding any other Owner's noncompliance with the terms of this Declaration. All complaints must be written, dated, signed, and delivered to the ACC or Association. The Association or the ACC shall have the right, but not the obligation, to pursue any complaint. Upon receiving a complaint, the Association or the ACC shall have a limited right of entry upon such a Lot to view the exterior only of a Dwelling, Outbuilding or any other Improvements for the purpose of assessing compliance with the Declarations herein. Reasonable notice (except in cases of emergency) shall be three (3) days after Owner is notified in writing. Agents of the Association and/or of the Neighborhood Associations shall also have the right, as may be further set forth in the Supplemental Neighborhood Declaration for the Patio Home or Town Home Neighborhood Areas, to enter those Patio Homes or Town Homes for purposes of inspection and maintenance of Common Areas or other areas from which a problem originates and affects the property of another, such as a unit with pipes flooding into another unit, as necessary.

12.03. Enforcement by Others. Owners may bring a legal action for damages, specific performance, or injunctive relief against any other defaulting Owner, and in addition may sue to enjoin any violation of this Declaration, unless the Declarant, ACC, or Association has entered into a settlement agreement with that Owner. For some violations, Owners may have to seek to enforce those as the Declarant, ACC, or Association is not obligated to pursue every enforcement action submitted by an Owner, even if such is a breach of the Governing Documents.

12.04. Animals. Should any animal become an ongoing nuisance to other Owners, the Owner of the animal will be subject to a fine as established by the Association, which shall be paid with the monthly Assessment for which a lien may be filed against the Owner's Lot, Patio Home, or Town Home. If the Owner of the offending animal or animals refuses to solve the problem within a reasonable time (as set by the Association), the Association may direct the removal of any animal or animals that detract from the natural surroundings, adversely affect property values or impinge on the quiet enjoyment of any Owner or that is considered to be a danger to the community.

12.05. Failure to Comply. Any Owner's failure to comply with any of the provisions in this Declaration or rules or regulations adopted pursuant thereto, any provisions of the Governing Documents, or any provisions of applicable law, shall be grounds for relief that may include, without limiting the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof. The terms of this Declaration shall be liberally construed to effectuate their purposes in creating conditions that are supportive of maintaining the environment and a spirit of comity among neighbors, and any violation of this Declaration shall be deemed to be a nuisance or unreasonable annoyance. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provisions hereof.

If, after due notice, an Owner fails to remedy a violation, the ACC, the Association, or the Declarant may (in addition to other lawful remedies available to it) cause such

violation or condition to be remedied and the cost thereof shall be charged to the Owner of the Lot, Patio Home, or Town Home, in which event such costs shall be treated as a special Assessment to such Owner and shall attach to his Lot, Patio Home, and Town Home, and shall be subject to levy, enforcement and collection by the ACC or Association in accordance with the Assessment lien procedure provided for in ARTICLE IV and Section 12.06 of this Declaration.

Each Owner specifically agrees that in the event the Declarant or Association is compelled to enforce or defend the terms hereof, in Court or otherwise, that the Owner shall pay all costs arising from his/her default or failure to abide by all the terms and conditions imposed or challenges raised to these terms, including reasonable attorney fees.

12.06. Fines. The Declarant, Association, or ACC may assess a fine or fines against an Owner or Owners for a violation of the Association's rules and regulations. Before assessing a fine, the Declarant, ACC, or Management Board shall give notice to the Owner(s) of the violation and inform the Owner(s) that a fine will be imposed if the violation is not cured within a time period determined by the Declarant, ACC, or Management Board, which shall be at least forty-eight (48) hours.

Fines assessed by the Declarant, Association, or ACC are authorized and shall:

- (a) be made for a violation of a rule, regulation, or obligation under any of the Governing Documents or applicable law(s) regulating an Owner or the Owner's Lot;
- (b) be in the amount specifically provided for in the Governing Documents for that specific type of violation or in the amount stated in the notice provided to the Owner of a violation, but not in an amount to exceed Five Hundred Dollars (\$500.00) per occurrence per month, with each day of a continuing violation (after receipt of notice of the violation) constituting an occurrence; and
- (c) accrue interest and late fees as provided in the Governing Documents.

Cumulative fines for a continuing violation may not exceed Ten Thousand Dollars (\$10,000.00) per month, exclusive of attorney fees.

An Owner who is assessed a fine by the Declarant, ACC, or Management Board may, within the time specified in the notice of the violation to remedy the violation, request an informal hearing to protest or dispute the fine, which hearing shall be held within thirty (30) days from the date the fine is assessed. The hearing shall be conducted in accordance with the standards provided in the Governing Documents. No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.

An Owner may appeal a fine assessed by the Declarant, ACC, or Management Board by initiating a civil action within one hundred eighty (180) days after a hearing has been held and a final decision has been rendered by the Management Board, or after the time to request an informal hearing has expired without the Owner having properly requested a hearing. However, the Declarant, Association, or ACC during this time may file liens, assess fines, and pursue actions to enforce the fines and liens and abatement of the violations.

A fine assessed under this provision that remains unpaid after the time for appeal has expired automatically becomes a lien against the Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of common expenses under Utah Code.

ARTICLE XIII

DURATION AND AMENDMENT

13.01. Duration. This Declaration shall continue in full force for a term of twenty-five (25) years from the date of amendment hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a declaration of termination is recorded with the County Recorder, meeting the requirements of an amendment to this Declaration as set forth in Section 13.02.

13.02. Amendment. During the Declarant Control Period, Declarant may at any time amend this Declaration to qualify the Property with lending institutions or for any other purposes Declarant deems desirable or necessary. Declarant shall have the sole right to terminate or modify any provision or all provisions of this Declaration during the Declarant Control Period by recordation of an amendment. Recordation of an amendment shall constitute notice to the Association. After the Declarant Control Period, the Association may amend the Declaration by vote of two-thirds (2/3) of the Owners. Any amendment shall be effective upon recording with the County Recorder of Wasatch County.

ARTICLE XIV

GENERAL PROVISIONS

14.01. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall not otherwise affect any other provisions that shall remain in full force and effect.

14.02. Singular Includes Plural. Whenever the context of the Declaration requires it, the singular shall include plural, and plural include the singular, and the masculine shall include the feminine.

14.03. Covenants, Etc., Shall Run With the Land. All of the limitations, restrictions, easements, conditions, and covenants herein shall run with the land and shall be binding on and for the benefit of all the Property and all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner and are imposed upon the Property as a servitude in favor of each Lot thereof as the dominant tenement(s).

14.04. Liability. Neither the Declarant, its assignee, or delegate, nor the ACC or Association, nor any member of the ACC, nor any member of the Management Board of the Association shall be liable to any person for any action or failure to act hereunder where such action or failure was taken in good faith.

14.05. Venue and Choice of Law. This Declaration shall be interpreted pursuant to the laws of the State of Utah. All suits brought under this Declaration shall be brought in the courts of Wasatch County.

14.06. Attorney Fees and Costs. Any fine or penalty levied against a Home Owner for any violation shall include any attorney fees and costs incurred by the Declarant, Association, or ACC with respect to such violation. The prevailing party in any action to enforce this Declaration or any rule or regulation established pursuant to the authority of this Declaration shall be entitled to an award of reasonable attorney fees and costs incurred in such action.

14.07. Wildlife and Rural Animals. The Crossings is located in a rural location and is surrounded by wildlife and farm animals. Lot owners should expect that wildlife and sometimes farm animals may frequent the area and cause damage to vegetation and landscaping on common areas and homeowner Lots. Owners should take measures to protect themselves, families, guests, pets, landscaping, etc. using methods that will not injure or affect the property rights of other Owners. No hunting is allowed on any developed phases or undeveloped land, whether or not the land is owned by the Declarant, on the Property.

14.08. Additional Governmental Requirements. Notwithstanding anything else herein contained to the contrary, if any part or provision of this Declaration shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect any other part or provision of this Declaration, except that part or provision so adjudged to be unconstitutional, invalid, or unenforceable. Also, in the event that a part or provision of this Declaration shall be adjudged unconstitutional, invalid, or unenforceable, Declarant and their successors and assignees shall be absolved from enforcing said part or provision.

14.09. Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a Recorded Neighborhood Plat or other instrument recorded in the office of the County Recorder of Wasatch County, Utah, Declarant makes no warranties or representations whatsoever that the plans presently envisioned or the complete development of the Property can or will be carried out, or that any land now owned or hereafter acquired by Declarant is or will be subjected to this Declaration or any other declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, such use will continue in effect. Not as a limitation of the generality of the foregoing, Declarant expressly reserves the right at any time and from time to time to amend the development plans for the Planned Residential Development of The Crossings.

14.10. No Warranty of Enforceability. While Declarant has no reason to believe that any of the provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any of the provisions of this Declaration. Any Owner acquiring a Lot in the Property in reliance on one or more of the provisions in this Declaration shall assume all risks of the validity and enforceability thereof and by acquiring any Lot agrees that Declarant shall have no liability therefore.

14.11. Cooperation. The Declarant, ACC, and the Management Board shall cooperate in good faith to settle and resolve any issues that have an overlap of duties.

14.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

ARTICLE XV

EXPANSION OF THE COMMUNITY

15.01. Annexation by Declarant. Declarant may, from time to time, add additional adjacent properties not part of the original Crossings' development plan and preliminary recorded plats to this Declaration by a recorded Supplemental Declaration that describes the property being subjected. A Supplemental Declaration recorded pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Declarant.

Declarant's right to annex property pursuant to this Section expires upon the earlier of: (a) the end of the Declarant Control Period; or (b) when Declarant voluntarily terminates such right. Any such voluntary termination, transfer, or assignment shall be memorialized in a recorded instrument executed by Declarant.

Nothing in these CC&Rs shall require Declarant or any successor to subject additional property to this Declaration.

In addition, the Declarant will file recorded plats or other documents to evidence the applicability of these CC&R's to future Phases. However, these recorded CC&R's provide notice that all future Phases are to be subject to these CC&R's.

15.02. Filing Supplemental Declarations. To evidence the incorporation or annexation of additional property or to evidence that a Development Phases' final plats are recorded, Declarant shall record a Supplemental Declaration that shall incorporate this Declaration by reference. Following such incorporation or annexation and the recordation of such additional plat or maps, then and thereafter the Owners of all Lots in the Property or the annexed property shall have the rights, privileges, and obligations set forth in this Declaration and each applicable Supplemental Declaration.

15.03. Effect of Filing Supplemental Declaration. Unless otherwise specified, a Supplemental Declaration shall be effective upon the earlier of (a) notice to the Persons who are affected by such Supplemental Declaration; or (b) recording. The Lots subjected to this Declaration by Supplemental Declaration shall have equal voting rights in the Association and equal pro rata liability for Regular Assessments with all other Lots.

ARTICLE XVI

ADDITIONAL RIGHTS RESERVED TO DECLARANT

16.01. Withdrawal of Property. Declarant reserves the right to amend this Declaration, during the Declarant Control Period, to remove any unimproved portion of the Property from the coverage of this Declaration. "Unimproved" means that no residential structure has yet been built on the applicable Lot(s). Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if other than the Declarant.

16.02. Marketing and Sales Activities. Notwithstanding anything in the Governing Documents to the contrary, Declarant, its Affiliates, and builders may construct and maintain upon portions of the Common Area and other property they own, such facilities, activities, and things as, in Declarant's opinion, may reasonably be required, convenient, or incidental to the construction or sale of Lots, Patio Homes, or Town Homes. Such permitted facilities, activities, and things shall include business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, Declarant, Declarant's Affiliates, and builders may park vehicles in areas other than garages or driveways, including on streets. Builder's rights under this Section are subject to Declarant's approval.

16.03. Right to Approve Changes in Governing Documents. No amendment to or modification of the Governing Documents shall be effective without prior notice to and the written approval of Declarant during the Declarant Control Period.

16.04. Community Systems. Declarant reserves for itself, its Affiliates, successors, and assigns, a perpetual right and easement to install and operate within The Crossings such improvements as Declarant, in its discretion, deems appropriate to service the improvements and the structures within any Lot or other portion of the Property. Such right shall include, without limitation, Declarant's right to select and contract with companies licensed to provide telecommunications, cable television, and other services in the Property, and to charge individual users a reasonable fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable.

Signature page follows

DATED this 23rd day of February, 2022.

<p>WASATCH COMMUNITIES, INC.</p> <p>By: <u>Tracey M. Cannon</u> Tracey M. Cannon, President</p>	<p>TLC INVESTMENT ENTERPRISES, LLC</p> <p>By: <u>Tracey M. Cannon</u> Tracey M. Cannon, Manager</p>
<p>CLOVERSTONE FUNDING, LLC</p> <p>By: <u>Tracey M. Cannon</u> Tracey M. Cannon, Manager</p>	<p>JOHN GALT ENTERPRISES, LLC</p> <p>By: <u>Tracey M. Cannon</u> Tracey M. Cannon, Manager</p>
<p>THE CROSSINGS AT LAKE CREEK I, LLC</p> <p>By: <u>Tracey M. Cannon</u> Tracey M. Cannon, Manager</p>	<p>THE CROSSINGS AT LAKE CREEK, LLC as amended to be THE CROSSINGS AT LAKE CREEK PH. XIV, LLC</p> <p>By: <u>Tracey M. Cannon</u> Tracey M. Cannon, Manager</p>
<p>THE CROSSINGS AT LAKE CREEK 10, LLC</p> <p>By: <u>Tracey M. Cannon</u> Tracey M. Cannon, Manager</p>	<p>THE CROSSINGS AT LAKE CREEK II, LLC</p> <p>By: <u>Tracey M. Cannon</u> Tracey M. Cannon, Manager</p>

<p>THE CROSSINGS 2B, LLC</p> <p>By: <u><i>Tracey M. Cannon</i></u></p> <p>Tracey M. Cannon, Manager</p>	<p>THE CROSSINGS 78B, LLC</p> <p>By: <u><i>Tracey M. Cannon</i></u></p> <p>Tracey M. Cannon, Manager</p>
<p>THE CROSSINGS 25C, LLC</p> <p>By: <u><i>Tracey M. Cannon</i></u></p> <p>Tracey M. Cannon, Manager</p>	<p>TRACEY CANNON, individually,</p> <p><u><i>Tracey M. Cannon</i></u></p> <p>Tracey M. Cannon</p>

ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

County of Wasatch

On the 23 day of February, 2022, personally appeared before me, the undersigned Notary Public, in and for said County of Wasatch, in said State of Utah, Tracey M. Cannon, the signer(s) of the above **Third Amended Master Declaration of Covenants, Conditions and Restrictions for The Crossings at Lake Creek**, who duly acknowledged to me that she signed it freely and voluntarily and for each entity and individual and for the uses and purposes therein mentioned.

Wendy McKnight

NOTARY PUBLIC

My Commission Expires: 09/10/2022

Residing at: Wasatch

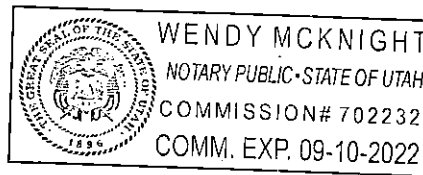


Exhibit A

Property Description

Parcel 1:

The Crossings at Lake Creek Phase 1

A parcel of land located in the Southwest Quarter of Section 34, Township 3 South and the North Half of Section 3, Township 4 South all in Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah described as follows:

BEGINNING at a point on the east line of that property described as Parcel 1, in Book 394 at Page 187 of the Wasatch County records, said property also described as Cannon Parcel #1 on record of survey map filed October 10, 1995 as Map OWC-045-003-4-0424 of said records, said point being West 6.69 feet from a Wasatch County reference monument, said Wasatch County reference monument being the North Quarter Corner of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian according to State Coordinate & Dependent Resurvey of Portions of Township 4 South, Range 5 East, Salt Lake Base and Meridian, filed April 21, 1998 as Map OWC-045-001-0-0734 of said records, said Wasatch County reference monument being South 89°48'13" West 2660.72 feet from the Northeast Corner of said Section 3 as re-established per said Dependent Resurvey, and running thence along the east line of said property South 00°10'58" West 694.43 feet; thence along an existing fence as described in that Boundary Line Agreement recorded in Book 681 at Page 10 of said records and the east line of said property South 00°03'02" West 640.01 feet; thence along said fence and the north line of that property described as Parcel 1, in Book 306 at Page 310 of said records South 88°44'46" East 1,037.75 feet; thence along the north line of said property South 89°02'56" East 436.10 feet to the northwest corner of that property described as parcel 1 in Book 449 at Page 205 of said records; thence along the north line of said property North 89°41'24" East 1,198.84 feet; thence along the east line of said property South 00°05'29" East 370.26 feet; thence along the south line of said property South 89°56'57" West 1.19 feet to the northeast corner of said property described in Book 306 at Page 310; thence along the east line of said property South 00°03'08" East 454.36 feet to the southeast corner of said property; thence along the southerly boundary of said property the following four courses: West 203.73 feet, North 124.00 feet, West 275.00 feet, and South 323.76 feet; thence South 56°57'01" West 172.79 feet to said southerly boundary; thence along said southerly boundary West 464.12 feet; thence North 61°48'45" West 493.96 feet; thence North 19°29'15" East 317.65 feet; thence Northerly 339.97 feet along a 360.00 foot radius curve to the left through a central angle of 54°06'26" and a long chord of North 07°33'58" West 327.47 feet; thence South 55°22'49" West 75.00 feet; thence Northwesterly 248.92 feet along a 285.00 foot radius non-tangent curve to the left through a central angle of 50°02'35" and a long

chord of North 59°38'29" West 241.09 feet; thence North 84°39'47" West 37.66 feet; thence Westerly 193.15 feet along a 855.00 foot radius curve to the left through a central angle of 12°56'38" and a long chord of South 88°51'55" West 192.74 feet; thence South 82°23'36" West 137.48 feet; thence Westerly 224.00 feet along a 605.00 foot radius curve to the left through a central angle of 21°12'48" and a long chord of South 71°47'12" West 222.72 feet; thence Southwesterly 78.98 feet along a 745.00 foot radius reverse curve to the right through a central angle of 06°04'27" and a long chord of South 64°13'01" West 78.94 feet; thence North 19°47'58" East 20.54 feet; thence Westerly 250.47 feet along a 730.00 foot radius non-tangent curve to the right through a central angle of 19°39'30" and a long chord of South 75°59'36" West 249.24 feet; thence Southwesterly 37.45 feet along a 25.00 foot radius reverse curve to the left through a central angle of 85°49'21" and a long chord of South 42°54'40" West 34.04 feet; thence West 60.00 feet; thence Northwesterly 37.45 feet along a 25.00 foot radius non-tangent curve to the left through a central angle of 85°49'21" and a long chord of North 42°54'40" West 34.04 feet; thence Westerly 114.44 feet along a 730.00 foot radius reverse curve to the right through a central angle of 08°58'56" and a long chord of North 81°19'53" West 114.32 feet; thence North 76°50'25" West 14.83 feet; thence South 360.52 feet; thence South 04°38'27" East 537.76 feet; thence South 71°20'20" West 439.15 feet; thence North 34°14'12" West 120.61 feet; thence North 32°21'38" East 195.74 feet; thence North 17°36'19" East 113.09 feet; thence North 08°27'54" East 280.90 feet; thence North 247.31 feet; thence North 19°27'12" West 208.11 feet; thence Southwesterly 169.20 feet along a 1,030.00 foot radius non-tangent curve to the right through a central angle of 09°24'43" and a long chord of South 57°54'41" West 169.00 feet; thence North 27°22'58" West 140.44 feet to an existing wooden fence corner as described in that Boundary Line Agreement recorded in Book 616 at Page 172 of said records; thence leaving said fence North 00°10'01" West 1,555.10 feet; thence along an existing wooden fence as described in said Boundary Line Agreement North 00°02'03" West 372.33 feet; to the southerly right-of-way line of Project No. CR 184(1) Lake Creek Road as shown on the Wasatch County Collector Road Construction Program Drawings dated June 1974 and described in Book 93 at Page 179 of said records; thence along said southerly right-of-way line South 87°14'44" East 331.06 feet; thence along said southerly right-of-way line Easterly 387.95 feet along a 1,061.71 foot radius curve to the right through a central angle of 20°56'10" and a long chord of South 76°46'39" East 385.80 feet; thence along said southerly right-of-way line South 66°18'34" East 15.90 feet; thence along the east line of said property South 00°07'31" West 226.28 feet to the POINT OF BEGINNING.

Containing 3,440,548 square feet or 78.984 acres.

Parcel 2:

The Crossings At Lake Creek Phase 4

A parcel of land platted as a portion of a "Master Planned Residential Development" called "The Crossings At Lake Creek", located in Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, and being more particularly described as follows:

Beginning at a point which is South $89^{\circ}48'30''$ West 125.15 feet along the Section line and South 2780.75 feet from the monument marking the North Quarter Corner of said Section 3; and running thence North $04^{\circ}38'27''$ West 740.35 feet; thence North 360.52 feet to a point on the South line of Country Crossing Road; thence South $76^{\circ}50'25''$ East 14.83 feet along said line to a point of curvature with a 730.00 foot radius curve to the left (chord bearing South $81^{\circ}19'53''$ East 114.32 feet); thence Southeasterly 114.44 feet along the arc of said curve through a central angle of $8^{\circ}58'56''$ to a point of reverse curvature with a 25.00 foot radius curve to the right (chord bearing South $42^{\circ}54'41''$ East 34.04 feet); thence Southeasterly 37.45 feet along the arc of said curve through a central angle of $85^{\circ}49'21''$; thence East 60.00 feet to a point of non-tangency with a 25.00 foot radius curve to the right (chord bearing North $42^{\circ}54'40''$ East 34.04 feet); thence Northeasterly 37.45 feet along the arc of said curve through a central angle of $85^{\circ}49'21''$ to a point of reverse curvature with a 730.00 foot radius curve to the left (chord bearing North $75^{\circ}41'32''$ East 256.79 feet); thence Easterly along the arc of said curve 258.13 feet through a central angle of $20^{\circ}15'37''$; thence along a line radial to said curve South $24^{\circ}26'16''$ East 134.51 feet; thence South $62^{\circ}31'40''$ West 163.71 feet; thence South $03^{\circ}15'04''$ East 860.31 feet; thence South $53^{\circ}03'54''$ East 133.18 feet; thence South $28^{\circ}55'50''$ West 401.56 feet; thence North $61^{\circ}04'10''$ West 102.79 feet; thence North $47^{\circ}45'45''$ West 112.16 feet; thence North $33^{\circ}44'56''$ West 132.06 feet; thence North $23^{\circ}03'59''$ West 121.92 feet to the point of beginning.

Containing 12.616 acres, 26 lots

Parcel 3:

The Crossings at Lake Creek Phase 13 & 14

A Parcel of land located in the East Half of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

BEGINNING at a point on the easterly boundary line of The Crossings at Lake Creek Phase 4 and on the southerly line of The Crossings at Lake Creek Phase 1 which is South $00^{\circ}03'35''$ West 1653.21 feet along the center of section line and South $89^{\circ}56'25''$ East 305.52 feet from the North Quarter Corner of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian

(basis of bearings being South 89°48'35" West 2660.60 feet between the Northwest Corner and the North Quarter Corner of Section said Section 3), said point also being a point on a 745.00 foot radius curve to the left, and running thence along said Phase 1 boundary line the following ten (10) calls: 1) 56.97 feet along the arc of said curve through a central angle of 04°22'53" (chord bears North 63°22'15" East 56.96 feet) to a point on a 605.00 foot radius curve to the right; 2) 224.00 feet along the arc of said curve through a central angle of 21°12'48" (chord bears North 71°47'12" East 222.72 feet); 3) North 82°23'36" East 137.48 feet to a point on a 855.00 foot radius curve to the right; 4) 193.15 feet along the arc of said curve through a central angle of 12°56'38" (chord bears North 88°51'55" East 192.74 feet); 5) South 84°39'47" East 37.66 feet to a point on a 285.00 foot radius curve to the right; 6) 248.92 feet along the arc of said curve through a central angle of 50°02'35" (chord bears South 59°38'29" East 241.09 feet); 7) North 55°22'49" East 75.00 feet to a point on a 360.00 foot radius non-tangent curve to the right; 8) 339.97 feet along the arc of said curve through a central angle of 54°06'26" (chord bears South 07°33'58" East 327.47 feet); 9) South 19°29'15" West 317.65 feet; 10) South 61°48'45" East 493.99 feet; thence leaving said Subdivision South 843.13 feet; thence North 89°40'02" West 252.88 feet; thence South 00°09'02" West 177.36 feet; thence North 85°44'58" West 183.01 feet; thence North 75°29'43" West 168.48 feet; thence North 70°38'47" West 206.07 feet; thence North 65°42'42" West 261.49 feet; thence North 83°11'00" West 176.92 feet; thence North 60°00'17" West 229.39 feet to the Northerly boundary corner of The Crossings at Lake Creek Phase 4 Subdivision as recorded in the Wasatch County Recorder's Office; thence along said Subdivision boundary the following five (5) courses: 1) North 28°55'50" East 401.56 feet; 2) North 53°03'54" West 133.18 feet; 3) North 03°15'04" West 860.31 feet; 4) North 62°31'40" East 163.71 feet; 5) North 24°26'16" West 119.51 feet to the point of beginning.

Contains 2,063,519 square feet, or 47.372 Acres.

Parcel 4:

THE CROSSINGS AT LAKE CREEK PHASE 7A AND 8A

A parcel of land platted as a portion of a Master Planned Residential Development called "The Crossings at Lake Creek", located in Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

BEGINNING at a point South 89°48'35" West 905.43 feet along the north line of said Section 3 and South 4465.75 feet from the North Quarter Corner of said Section 3 (basis of bearings being South 89°48'35" West 2660.60 feet measured between the North Quarter Corner and the Northwest Corner of said Section 3), and running thence South 09°21'11" West 61.77 feet; thence South 421.42 feet to the Northerly line of that certain Property recorded as Bk 369, Pg 22 in the Wasatch County Recorder's Office; thence along said property line the following two (2) calls: 1) North 89°48'40" West 236.00 feet; 2) South 348.82 feet to a point on the North right-of-way line of 1200 South Street; thence along said right-of-way line North 89°49'33" West 965.70

feet; thence North 02°38'40" East 14.46 feet to a point of tangency with a 174.96 foot radius curve to the left; thence Northerly 18.25 feet along the arc of said curve through a central angle of 05°58'34" (chord bears North 00°20'37" West 18.24 feet); thence South 89°49'30" East 318.23 feet; thence North 80°46'43" East 95.28 feet; thence North 00°11'20" East 77.42 feet to a point on a 25.00 foot radius non-tangent curve to the left; thence northwesterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 44°48'40" West 35.36 feet); thence North 04°57'09" East 60.21 feet to a point on a 25.00 foot radius non-tangent curve to the left (radius point bears North 00°11'20" East); thence northeasterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 45°11'20" East 35.36 feet); thence North 00°11'20" East 150.00 feet to a point of tangency with a 25.00 foot radius curve to the left; thence northwesterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 44°48'40" West 35.36 feet); thence North 00°11'20" East 60.00 feet to a point on a 25.00 foot radius non-tangent curve to the left (radius point bears North 00°11'20" East); thence northeasterly 39.27 feet along the arc of said curve through a central angle of 90°00'0" (chord bears North 45°11'20" East 35.36 feet); thence North 00°11'20" East 152.50 feet to a point of tangency with a 25.00 foot radius curve to the left; thence northwesterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 44°48'40" West 35.36 feet); thence North 00°11'20" East 60.00 feet to a point on a 25.00 foot radius non-tangent curve to the left (radius point bears North 00°11'20" East); thence northeasterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 45°11'20" East 35.36 feet); thence North 00°11'20" East 49.34 feet to a point of tangency with a 487.50 foot radius curve to the right; thence northerly 30.02 feet along the arc of said curve through a central angle of 03°31'42" (chord bears North 01°57'11" East 30.02 feet); thence South 86°16'59" East 151.86 feet; thence South 89°48'40" East 472.55 feet to a point on a 355.00 foot radius non-tangent curve to the right (radius point bears South 89°00'41" East); thence northerly 10.39 feet along the arc of said curve through a central angle of 01°40'36" (chord bears North 01°49'37" East 10.39 feet); thence South 87°20'00" East 166.13 feet to the POINT OF BEGINNING.

Containing 588,288 square feet or 13.505 acres.

Parcel 5:

CROSSINGS AT LAKE CREEK PHASE 7B and 8B

A portion of the SW1/4 of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Westerly line of THE CROSSINGS AT LAKE CREEK PHASES 7A AND 8A, according to the Official Plat thereof recorded March 23, 2007 as Entry No. 317573 in Book 935 at Page 1360 of the Official Records of Wasatch County, located S89°48'35"W along the Section line 1,697.61 feet and South 4,721.24 feet from the North 1/4 Corner of Section 3, T4S, R5E, SLB&M; thence along said plat the following thirteen (13) courses: 1) S00°11'20"W 74.96 feet; 2) along the arc of a curve to the right having a radius of 25.00 a distance of 39.28 feet through a central angle of 90°00'54" Chord: S45°11'20"W 35.36 feet; 3) S00°11'20"W 60.00 feet; 4) Southeasterly along the arc of a non-tangent curve to the right having a radius of 25.00 feet (radius bears: S00°10'53"W) a distance of 39.28 feet through a central angle of 90°00'54" Chord: S44°48'40"E 35.36 feet; 5) S00°11'20"W 150.00 feet; 6) along the arc of a curve to the right having a radius of 25.00 feet a distance of 39.28 feet through a central angle of 90°00'54" Chord: S45°11'20"W 35.36 feet; 7) S04°57'09"W 60.22 feet; 8) thence Southeasterly along the arc of a non-tangent curve to the right having a radius of 25.00 feet (radius bears:

S00°10'50"W) a distance of 39.27 feet through a central angle of 89°59'53" Chord: S44°49'13"E 35.36 feet; 9) S00°11'20"W 77.42 feet; 10) S80°46'43"W 95.28 feet; 11) N89°49'30"W 318.23 feet; 12) along the arc of a curve to the right having a radius of 174.96 a distance of 18.25 feet through a central angle of 05°58'33" Chord: S00°20'37"E 18.24 feet; 13) S02°38'40"W 14.49' to the Northerly right-of-way line of 1200 South Street; thence along said right-of-way N89°49'30"W 39.97 feet to the centerline of a canal; thence Northerly along the centerline of a canal the following eleven (11) courses: 1) N02°38'40"E 16.19'; 2) along the arc of a curve to the left having a radius of 134.96 feet through a central angle of 16°05'39" Chord: N05°24'09"W 37.79 feet; 3) N13°26'59"W 153.35 feet; 4) Northerly along the arc of a non-tangent curve to the right having a radius of 132.34 feet (radius bears: N76°33'09"E) a distance of 71.63 feet through a central angle of 31°00'42" Chord: N02°03'30"E 70.76 feet; 5) N17°33'51"E 265.99 feet; 6) along the arc of a curve to the right with a radius of 746.37 feet a distance of 77.23 feet through a central angle of 05°55'43" Chord: N20°31'42"E 77.20 feet; 7) N23°29'34"E 79.90 feet; 8) Northerly along the arc of a non-tangent curve to the left having a radius of 89.40 feet (radius bears: N66°30'19"W) a distance of 64.60 feet through a central angle of 41°24'06" Chord: N02°47'38"E 63.20 feet; 9) N17°54'25"W 162.12 feet; 10) Northerly along the arc of a non-tangent curve to the right having a radius of 292.30 feet (radius bears: N72°05'34"E) a distance of 143.39 feet through a central angle of 28°06'25" Chord: N03°51'13"W 141.96 feet; 11) N10°12'01"E 257.54 feet to the Southerly line of that Real Property described in Deed Entry No. 417564 of the Official Records of Wasatch County; thence N89°59'59"E along said deed 40.63 feet to the Westerly line of that Real Property described in Deed Entry No. 395906 of the Official Records of Wasatch County; thence along said deed the following eight (8) courses: 1) S10°11'51"W 264.73 feet; 2) Southerly along the arc of a non-tangent curve to the left having a radius of 252.30 feet (radius bears: S79°48'01"E) a distance of 123.77 feet through a central angle of 28°06'25" Chord: S03°51'13"E 122.53 feet; 3) S17°54'25"E 162.12 feet; 4) along the arc of a curve to the right with a radius of 129.40 feet a distance of 93.50 feet through a central angle of 41°24'06" Chord: S02°47'38"W 91.48 feet; 5) S23°29'34"W 26.56 feet; 6) S66°30'26"E 138.35 feet; 7) S82°48'03"E 60.79 feet; 8) S89°48'40"E 142.99 feet to the point of beginning.

Contains: 6.44 acres+/-

Parcel 6:

CROSSINGS AT LAKE CREEK PHASE 2A

A portion of the SW1/4 and SE1/4 of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°48'35"W 331.06 feet; thence South 3,587.06 feet from the North 1/4 Corner of Section 3, T4S, R5E, SLB&M; thence S00°22'08"W 477.45 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 570.00 feet (radius bears: N10°00'38"W) a distance of 14.22 feet through a central angle of 01°25'44" Chord: N79°16'30"E 14.21 feet; thence N78°33'41"E 212.10 feet; thence along the arc of a curve to the right having a radius of 1,030.00 feet a distance of 256.55 feet through a central angle of 14°16'16" Chord: N85°41'46"E 255.89 feet; thence S87°10'06"E 320.28 feet; thence along the arc of a curve to the left with a radius of 220.00 feet a distance of 99.39 feet through a central angle of 25°53'02" Chord: N79°53'23"E 98.54 feet; thence N66°56'48"E 143.43 feet; thence along the arc of a curve to the right having a radius of 162.00 feet a distance of 65.63 feet through a central angle of 23°12'48" Chord: N78°33'16"E 65.19 feet; thence S89°50'20"E 26.61 feet; thence along the arc of a curve to the left with a

radius of 25.00 feet a distance of 38.68 feet through a central angle of 88°39'12" Chord: N45°50'04"E 34.94 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 1,155.00 feet a distance of 361.06 feet through a central angle of 17°54'40" Chord: N10°27'47"E 359.59 feet; thence N19°21'36"E 141.33 feet to the southeast corner of Lot 1315, CROSSINGS AT LAKE CREEK PHASE 14, according to the Official Plat

thereof on file in the Office of the Wasatch County Recorder; thence S70°38'47"E along said plat 60.00 feet; thence S19°21'36"W 141.36 feet; thence along a curve to the left with a radius of 1095.01 feet a distance of 341.74 feet through a central angle of 17°52'52" Chord: S10°28'47"W 340.35 feet to a point of compound curvature; thence along the arc of a curve to the left having a radius of 25.00 a distance of 39.37 feet through a central angle of 90°14'06" Chord: S43°42'33"E 35.43 feet; thence S88°47'59"E 3.46 feet; thence S00°09'40"W 60.00 feet; thence Southwesterly along the arc of a non-tangent curve to the left having a radius of 25.00 feet (radius bears: S00°09'40"W) a distance of 41.24 feet through a central angle of 94°30'59" Chord: S42°54'11"W 36.72 feet; thence S85°38'39"W 60.00 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 1,155.01 feet (radius bears: N85°38'47"E) a distance of 10.47 feet through a central angle of 00°31'09" Chord: N04°05'39"W 10.47 feet to a point of compound curvature; thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 37.53 feet through a central angle of 86°00'10" Chord: N46°50'15"W 34.10 feet; thence N89°50'20"W 29.15 feet; thence along the arc of a curve to the left with a radius of 102.00 feet a distance of 41.33 feet through a central angle of 23°12'48" Chord: S78°33'16"W 41.04 feet; thence S66°56'52"W 143.42 feet; thence along the arc of a curve to the right with a radius of 280.00 feet a distance of 126.49 feet through a central angle of 25°53'02" Chord: S79°53'23"W 125.42 feet; thence N87°10'06"W 320.29 feet; thence along the arc of a

curve to the left with a radius of 970.00 feet a distance of 241.60 feet through a central angle of 14°16'16" Chord: S85°41'46"W 240.98 feet; thence S78°33'38"W 212.10 feet; thence along the arc of a curve to the right with a radius of 630.00 feet a distance of 125.78 feet through a central angle of 11°26'22" Chord: S84°16'49"W 125.57 feet; thence West 138.26 feet; thence along the arc of a curve to the right with a radius of 355.00 feet a distance of 441.80 feet through a central angle of 71°18'16" Chord: N54°20'52"W 413.83 feet; thence N18°41'39"W 74.90 feet; thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 46.75 feet through a central angle of 107°09'10" Chord: N72°16'19"W 40.23 feet; thence S54°09'06"W 450.37 feet; thence N35°50'51"W 75.00 feet; thence N54°09'06"E 485.71 feet; thence along the arc of a curve to the right with a radius of 237.50 feet a distance of 8.30 feet through a central angle

of 02°00'12" Chord: N55°09'12"E 8.30 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 30.48 feet through a central angle of 69°51'24" Chord: N21°13'36"E 28.63 feet; thence N76°46'26"E 60.00 feet; thence S13°41'53"E 40.92 feet; thence along the arc of a non-tangent curve to the left having a radius of 471.00 feet a distance of 36.80 feet through a central angle of 04°28'35" Chord: S15°56'24"E 36.79 feet; thence N61°39'41"E 361.82 feet; thence S89°37'52"E 240.46 feet to the point of beginning.

Contains: 9.54 acres+/-

LESS AND EXCEPTING THE FOLLOWING:

A portion of the SW1/4 of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°48'35"W 331.07 feet; thence South 3,587.06 feet from the North 1/4 Corner of Section 3, T4S, R5E, SLB&M; thence S00°22'08"W 477.45 feet; thence Westerly along the arc of a non-tangent curve to the right having a radius of 570.00 feet (radius bears: N10°00'45"W) a distance of 99.59 feet through a central angle of 10°00'39" Chord: S84°59'35"W 99.46 feet; thence West 138.26 feet; thence along the arc of a curve to the right with a radius of 295.00 feet a distance of 367.13 feet through a central angle of 71°18'16" Chord: N54°20'52"W 343.89 feet; thence N18°41'48"W 116.47 feet; thence along the arc of a curve to the right having a radius of 458.00 feet a distance of 5.44 feet through a central angle of 00°40'50" Chord: N18°30'44"W 5.44 feet; thence N61°39'41"E 361.82 feet; thence S89°37'52"E 240.46 feet to the point of beginning.

Contains: 5.02 acres+/-

Parcel 7:**CROSSINGS AT LAKE CREEK PHASE 2B**

A portion of the SW1/4 of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°48'35"W along the Section line 843.91 feet and South 4,232.06 feet from the North 1/4 Corner of Section 3, T4S, R5E, SLB&M; thence S26°41'21"W 100.00 feet; thence Southeasterly along the arc of a non-tangent curve to the left having a radius of 470.00 feet (radius bears: N26°41'21"E) a distance of 38.70 feet through a central angle of 04°43'05" Chord: S65°40'12"E 38.69 feet; thence S21°58'16"W 138.65 feet to the CROSSINGS AT LAKE CREEK PHASES 7A AND 8A, according to the Official Plat thereof recorded March 23, 2007 as Entry No. 317573 of the Official Records of Wasatch County; thence N87°20'00"W along said plat 166.12 feet to the Northeasterly line of that Real Property described in Deed Entry No. 395906 of the Official Records of Wasatch County; thence along said deed thence Northerly along the arc of a non-tangent curve to the right having a radius of 355.00 feet (radius bears: S87°20'04"E) a distance of 6.71 feet through a central angle of 01°04'57" Chord: N03°12'25"E 6.71 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 140.00 feet (radius bears: S86°14'32"E) a distance of 54.95 feet through a central angle of 22°29'12" Chord: N15°00'04"E 54.59 feet; then to and along the Northeasterly line of that Real Property described in Deed Entry No. 395906 of the Official Records of Wasatch County the following five (5) courses: (1) N51°20'26"W 112.10 feet; (2) thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 3,014.43 feet (radius bears: N50°09'31"E) a distance of 146.40 feet through a central angle of 02°46'58" Chord: N38°27'00"W 146.39 feet; (3) thence N35°50'54"W 172.02 feet; (4) thence N54°09'06"E 3.09 feet; (5) thence N36°11'16"W 2.50 feet; thence N54°09'05"E 257.72 feet; thence S36°50'38"E 254.21 feet; thence along the arc of a curve to the left with a radius of 370.00 feet a distance of 170.92 feet through a central angle of 26°28'02" Chord: S50°04'38"E 169.40 feet to the point of beginning.

Contains: 3.14 acres+/-

LESS AND EXCEPTING THE FOLLOWING:***COTTAGES AT OLD FARM***

A PARCEL OF LAND LOCATED IN THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SOUTH 89°48'35" WEST 1,071.49 FEET ALONG THE NORTH SECTION LINE AND SOUTH 00°11'25" EAST 4,398.04 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH,

RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN TO THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE ARC OF A 140.00 FEET RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S63°45'20"E) 54.95 FEET THROUGH A CENTRAL ANGLE OF 22°29'12" (CHORD: S15°00'04"W 54.59 FEET); THENCE SOUTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 355.00 FEET (RADIUS BEARS: S86°15'06"E) A DISTANCE OF 6.71 FEET THROUGH A CENTRAL ANGLE OF 01°05'00" (CHORD: S03°12'24"W 6.71 FEET); TO A POINT ON THE NORTH BOUNDARY OF THE CROSSINGS AT LAKE CREEK PHASE 7A AND 8A SUBDIVISION AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY 317573 BOOK 935 PAGE 1360-1389; THENCE ALONG THE BOUNDARY OF SAID THE CROSSINGS AT LAKE CREEK PHASE 7A AND 8A SUBDIVISION THE FOLLOWING NINE (9) COURSES: 1) SOUTH 01°49'37" WEST 10.39 FEET; 2) NORTH 89°48'40" WEST 472.55 FEET; 3) NORTH 86°16'59" WEST 151.86 FEET; 4) 30.02 FEET ALONG A 487.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 01°57'11" WEST 30.02 FEET); 5) SOUTH 00°11'20" WEST 49.34 FEET; 6) 39.28 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 45°11'20" WEST 35.36 FEET); 7) SOUTH 00°11'20" WEST 60.00 FEET; 8) 39.28 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 44°48'40" EAST 35.36 FEET); 9) SOUTH 00°11'20" WEST 77.54 FEET; THENCE LEAVING THE SUBDIVISION BOUNDARY NORTH 89°48'40" WEST 142.99 FEET; THENCE NORTH 82°48'03" WEST 60.79 FEET; THENCE NORTH 66°30'26" WEST 138.35 FEET TO A POINT ON THE EAST LINE OF A 40' EASEMENT ALONG THE TIMPANOGOS CANAL AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY 206168 BK 393 PG 309 AND ENTRY 00207864 BK 400 PG 219-226; THENCE ALONG SAID EAST LINE OF SAID 40' EASEMENT THE FOLLOWING FIVE (5) COURSES: 1) NORTH 23°29'34" EAST 26.51 FEET; 2) 93.50 FEET ALONG A 129.40 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 02°47'38" EAST 91.48 FEET); 3) NORTH 17°54'25" WEST 162.12 FEET; 4) 123.77 FEET ALONG A 252.30 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 03°51'13" WEST 122.53 FEET); 5) NORTH 10°12'06" EAST 276.20 FEET; THENCE LEAVING SAID EAST LINE OF SAID 80' EASEMENT SOUTH 89°56'33" EAST 50.01 FEET; THENCE NORTH 00°09'09" EAST 277.16 FEET; THENCE NORTH 13°53'24" EAST 92 FEET; THENCE SOUTH 76°09'17" EAST 248.75 FEET; THENCE SOUTH 85°48'20" EAST 260.57 FEET; THENCE 311.02 FEET ALONG A 525.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 12°39'30" EAST 306.49 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 35°50'54" EAST 80.00 FEET; THENCE SOUTH 54°09'06" WEST 3.09 FEET; THENCE SOUTH 35°50'54" EAST 172.02 FEET; THENCE 146.40 FEET ALONG A 3014.43 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 38°27'00" EAST 146.39 FEET); THENCE SOUTH 51°20'53" EAST 112.10 FEET TO THE POINT OF BEGINNING.

CONTAINS: 14.70 ACRES+/-

Exhibit B

Phase Map

