

## ADDITIONAL NOTES TO PURCHASERS for THE CROSSINGS AT LAKE CREEK, PHASE 2B

Including Parcel:  
Parcel ID: 21-6327

TO WHOM IT MAY CONCERN:

March, 2022 by The Crossings 2B, LLC (the "Developer").

**WHEREAS**, the Developer is the owner of the real property described below.

**WHEREAS**, the Developer has deemed it necessary to provide these Notes to establish and provide notice of additional notices, limitations, restrictions, and obligations regarding the real property described below.

**NOW, THEREFORE**, be it known that the following additional notices, limitations, restrictions, and obligations are given to purchasers of land within the following real property, hereinafter described as:

Tax ID Parcels: 21-6327

Also described as:

Lots 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, and 212 within the Crossings at Lake Creek, Phase 2B:

The lots platted within such real property are subject to the following notices, limitations, restrictions, and obligations which are in addition to the General Notes and Phase 2B Notes to Purchasers on the recorded plat for The Crossings at Lake Creek, Phase 2B:

12. Project streets are public roads and will be maintained by Wasatch County.
13. Street Lighting improvements are installed within The Crossings at Lake Creek.
14. Irrigation - The Crossings at Lake Creek Home Owners Association, Inc. ("HOA") and/or the managing secondary irrigation entity providing the secondary water shall have the right to collect payment for all usage, assessments or to fund and build reserves for the secondary water system maintenance, repair and improvement. The amount of

irrigation water 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 Crossings at Lake Creek Home Owners Association and/or the managing secondary irrigation entity may choose specific days, times, and amounts of water to be used by Lot Owner(s). **If this is a concern, it is advised that a valve be installed to use culinary water for irrigation purposes.** This valve will need to conform with all applicable codes with a backflow preventer.

**Specific water pressure, quality, volume or availability is not guaranteed nor represented.**

The Lot Owners may be billed and regulated by use of a meter, at the discretion of The Crossings at Lake Creek Home Owners Association, or the managing secondary irrigation entity. Over usages of water beyond the specified allocation, which allocation for each lot is available either by The Crossings at Lake Creek HOA or managing secondary entity, may include, but is not limited to: overage charges, usage curtailment and/or service disconnection. The Owners have the option of contributing additional water shares to SSA #1 to allow for more secondary irrigation usage. The secondary irrigation provided to each lot by the Developer shall remain with the lot and cannot be traded, sold or otherwise reallocated to another Lot or person without the written consent of the The Crossings at Lake Creek Home Owners Association.

15. Governing Documents and Parties - Project documents have been prepared for the subdivision and will govern the use of land within the development. The Declaration of Covenants, Conditions, Restrictions of The Crossings at Lake Creek ("CC&R's") and any subsequent Amended CC&R's are available to all by public record in the office of the Wasatch County Recorders Office. The same may be amended from time to time. Owners are advised to become familiar with said document. The governing parties to said document are The Crossings at Lake Creek (Developer and Declarant), the Crossings at Lake Creek Home Owners Association and its bylaws and the Architectural Control Committee. Each lot owner is required to submit construction and landscaping plans to the Architectural Control Committee and receive stamped approval prior to a Wasatch County building permit being issued.
16. Design Standards and Architectural Control Committee ("ACC") Approval Requirements – All architectural designs shall be subject to the ACC Design Guidelines and The Declaration of Covenants, Conditions, Restrictions of The Crossings at Lake Creek. Elevations shall be designed to emphasize variations in horizontal lines by use of balconies, decks, bay windows, pop-outs and/or other architectural elements. Exterior design shall include 360-degree architecture as the building steps down from level to level. The home shall not exceed 35 feet vertically from the natural grade (excluding a chimney or other approved extensions) as per sections 16.21.11 and 16.08.09 of the

Wasatch County Code. Homes with walkout basements need to have adequate drains and drainage away from the house.

**All plans must be approved and stamped by the Architectural Control Committee prior to submitting for a building permit.**

17. Open Space - The Crossings at Lake Creek, a planned residential development, includes open space. These areas allow for the construction and use of the HOA trails, recreation facilities, bridges, picnic areas, pressurized irrigation system, ponds, and recreation buildings and facilities as allowed in the Development Agreement governing the development. They include easements for the construction, operation and maintenance of Twin Creeks Sewer System, Twin Creeks Water System, Wasatch County Storm Drain and Water Quality Systems, including detention ponds and Public Utilities. Detention basins and related facilities for water quality and storm water purposes are included within the HOA Open Space and/or Common Areas. These facilities will require regular removal of sediment accumulation and other cleaning and maintenance practices. Wasatch County Public Works will be responsible for the maintenance of said subterranean systems after acceptance from the developer according to the terms of the Development Agreement. The Open Space may not be vacated without the prior written approval of Wasatch County.

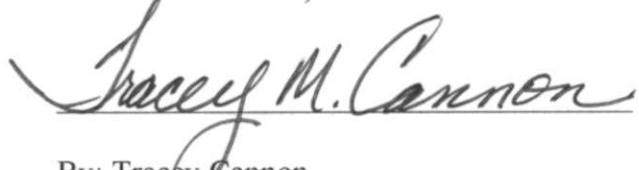
Single lettered Lot "P" referred to as Open Space in Phase 2B will be conveyed to The Crossings at Lake Creek Home Owners Association upon recordation without prior written approval by Wasatch County according to the terms of the Development Agreement. Maintenance, liability and use of the Open Space and/or Common Areas will be the responsibility of The Crossings at Lake Creek Home Owners Association upon recordation of Phase 2B.

18. Purchaser, and its successors, acknowledge the developer intends to develop future phases and open space amenities within the Crossings at Lake Creek. The Purchaser hereby acknowledges developer is only willing to sell the lot to the Purchaser if it, and its successors, agree not to object to developer's future designs, lot or road layouts, sizing, amenities, open space, common area, development agreements or other elements of The Crossings at Lake Creek. Furthermore, the Purchaser acknowledges its consent shall NOT be required or their consent sought by developer regarding future improvements at the Crossings at Lake Creek. The Purchaser acknowledges it will be liable to developer for costs of delays, modifications, and/or attorney's fees necessary to overcome any such objection lodged by the Purchaser or its successor. The developer would not have sold the lot to the Purchaser but for this covenant, which covenant shall run with the land.
19. Connection Fees – The payment of water and sewer connection fees and the purchase and installation of an irrigation water meter is the responsibility of each lot owner at the time of building permit application. Water and sewer fees have not been paid by the developer. Prior to the time of building permit, lot owners will be required to pay reservation fees on water and sewer.

20. Including any other notes to purchasers, covenants, contracts, and restrictive covenants the developer may record by separate instrument. For the avoidance of doubt unless an after-recorded instrument expressly replaces these notes to purchaser then they will be construed to add to these and not replace them.

THIS NOTICE IS MADE AND EXECUTED THIS 11<sup>th</sup> DAY OF March, 2022.

THE CROSSINGS 2B, LLC



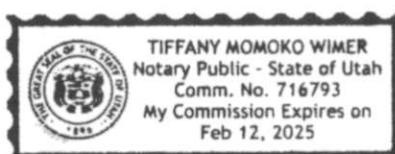
By: Tracey Cannon  
Its: Manager

State of Utah  
County of Salt Lake

On this 11<sup>th</sup> day of March, 2022, personally appeared before me, the undersigned Notary Public, Tracey M. Cannon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within the instrument, to have authority to sign, and acknowledged before me that she executed the instrument.

  
Notary Public

My Commission expires: Feb 12, 2025



## Exhibit A

**LEGAL DESCRIPTION  
PREPARED FOR  
CROSSINGS AT LAKE CREEK PHASE 2B  
HEBER CITY, UTAH  
(rev July 27, 2021)**

### BOUNDARY DESCRIPTION

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+/-