

When Recorded Return To:
Justin Atwater
500 North Market Place Drive, Suite 250
Centerville, UT 84014

ENT 111436:2013 PG 1 of 4
Jeffery Smith
Utah County Recorder
2013 Dec 05 04:28 PM FEE 16.00 BY SS
RECORDED FOR Henry Walker Homes
ELECTRONICALLY RECORDED

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS COVENANTS, CONDITIONS AND RESTRICTIONS ("CCR") is made and entered into this 26 day of November, 2013 by Orem Apts, LLC, a Utah limited liability company ("Orem Apts").

RECITALS

WHEREAS, Orem Apts, is the owner of the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, pursuant to a Phase I environmental report dated August 28, 2012, the Property was used as an orchard during the 1940's and 1950's; and

WHEREAS, pursuant to environmental sampling reports conducted by Applied Geotech on October 1 and October 30, 2012 ("Phase II reports"), the Property was found to contain two types of insecticides over and above the Environmental Protection Agency's Region 9 Regional Screening Levels; and

WHEREAS, the Phase II reports concluded that remediation of the Property could be accomplished by recording covenants that restrict the use of gardens on the Property; and

WHEREAS, in order to protect the health of the public and of the residents thereon, Orem Apts desires to create covenants to be recorded on the Property that will regulate the use of gardens on the Property.

AGREEMENT

NOW, THEREFORE, Orem Apts determines as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into this CCR and may be used in the interpretation of this CCR.
2. Prohibition on Vegetable Gardens. No person shall plant or cultivate any tree, shrub, plant or bush of any kind on the Property that produces fruits, vegetables or any other plant designed for human consumption.
3. Minimum Cover for Planting Beds. All flower beds located on the Property shall be covered with a minimum cover of six inches (6") of fill or topsoil prior to any plants or bushes being planted therein.

4. Notices. All notices or other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served when (a) personally delivered against receipted copy; (b) mailed by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by recognized overnight express delivery service; to the parties at the following addresses:

Orem Apts: 500 N. Marketplace Dr., Suite 250
Centerville, Utah 84014
Attn: Adam Paul

with copy to: 500 N. Marketplace Dr., Suite 250
Centerville, Utah 84014
Attn: Justin Atwater

All notices so mailed shall be deemed received seventy-two (72) hours after deposit in the United States mail, and notices sent by overnight express delivery service shall be deemed received on the next business day. Either party may change its address, and addresses for additional Owners may be added, for the purposes of this Section by giving five (5) days prior written notice of such change to all other Owners in the manner provided in this Section.

5. Applicable Law. This CCR shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Utah.

6. Waiver. The waiver of, or failure to enforce, any breach of or violation of any of the foregoing obligations or easements shall not be deemed to be a waiver of the right to enforce, or be deemed an abandonment of, the particular obligation violated or any of the obligations; nor shall it be deemed to be a waiver of the right to enforce any subsequent breach or violation of this CCR or any of the provisions hereinabove set forth. The foregoing shall apply regardless of whether or not any party has knowledge of the breach of the violation.

7. Severability. The invalidation of any one of the provisions of this CCR by judgment, order, or decree of a court of competent jurisdiction shall not affect any of the other restrictions, easements, covenants or any part hereof, and the same shall remain in full force and effect.

8. Binding Effect; Covenants Running with the Land. The provisions of this CCR shall inure to the benefit of and be binding upon the Property and all successors and assigns. In addition, the covenants set forth in this CCR shall be covenants running with the land and each of the Parcels.

9. Entire CCR. This CCR may be amended only by recording, in the office of the Recorder of Utah County, Utah, an instrument in writing reciting such amendment, bearing the acknowledged signatures of all Owners.

10. Term. The foregoing restrictions and covenants shall be perpetual.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this CCR to be executed by their duly authorized officers as of the day and year first above written.

Orem Apts, LLC,
a Utah limited liability company
By: Strategic Multifamily, LLC, its Manager

By: D. Adam Paul
Name: P. Adam Paul
Its: Manager

STATE OF UTAH)
) ss.
County of Davis)

This instrument was acknowledged before me this 20th day of November, 2013, by: Adam Paul, manager of Strategic Multifamily the manager of Orem Apts, LLC, a Utah limited liability company.



Megan De Leon
Notary Public

EXHIBIT "A"

Legal Description of Orem Apts Parcel

Lot 1, PLAT "A", CENTER STREET MARKETPLACE SUBDIVISION, according to the official plat thereof, recorded as Entry No. 41391:2013 in the Official Records of the Utah County Recorder's Office.