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ELIZABETH PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
For: THE CROSSINGS AT LAKE CREEK LLC

*the* **Crossings**  
AT LAKE CREEK

Amended Master Declaration of  
Covenants, Conditions and Restrictions

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**AMENDED MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE CROSSINGS AT LAKE CREEK**

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**THIS AMENDED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** is made this 26<sup>th</sup> day of February, 2015 by **WASATCH COMMUNITIES, INC.**, a Utah corporation, and its subsidiaries and assigns, including **THE CROSSINGS AT LAKE CREEK 1, LLC**, a Utah limited liability company, **THE CROSSINGS AT LAKE CREEK 10, LLC**, a Utah limited liability company, **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, **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, and **TRACEY CANNON**, an individual, 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 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;

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 Committee, ACC, or Declarant pursuant to this Declaration or the Bylaws of the Association.

**1.03. "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 1, LLC, The Crossings at Lake Creek 10, LLC, The Crossings at Lake Creek, LLC as changed to The Crossings at Lake Creek PH. XIV, 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 Declarant must have Tracey



Cannon as a principal of each entity 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.

**1.09. "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 1.29 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 Committee 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**

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) (recorded)	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.
Development Agreement and Amended Development Agreements	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.
Articles of Incorporation (filed with the Utah Department of Commerce)	Establish the Association as a non-profit corporation under Utah law.
By-Laws (Declarant adopts; Management Committee oversees)	Govern the Association's internal affairs, such as voting rights, elections, meetings, officers, etc.
Design Guidelines (Declarant adopts)	Establish architectural standards and guidelines for improvements and modifications to Lots, including structures, landscaping, and other items on Lots.
Violation and Fine Schedule (Declarant or Management Committee adopts)	Establishes fines for violations of the Governing Documents.
Management Committee Resolutions and Rules (Management Committee adopts)	Establish rules, policies, and procedures for internal governance and Association activities; regulate operation and use of Common Areas.
Neighborhood Covenants, Conditions & Restrictions or Neighborhood Declaration (recorded and may have additional recordings)	May impose additional obligations or restrictions on certain Neighborhood Areas within The Crossings.

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 Committee'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 Committee"** shall mean and refer to the governing body of the Association. The Declarant is the governing body during the Declarant Control Period, and any reference to the "Management Committee" during the Declarant Control Period shall be a reference to the Declarant. After the Declarant Control Period ends or after the Declarant voluntarily relinquishes its rights as the governing body of the Association, the governing body will be determined by vote of the Home Owners as outlined in the Bylaws 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"** shall mean and refer to the Owner of any Lot or Town 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 Committee. In the absence of a notarized document, the Owner of record will remain the responsible party for all Association fees.

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

**1.27. "Plans"** shall mean and refer to all information designated in these CC&R's or in the Code as necessary for Committee approval of construction, remodeling, or alteration of a

Dwelling, Outbuilding, or Improvement, as well as to all information necessary to enable the Committee to understand the proposed actions.

**1.28. "Property"** shall mean and refer to all recorded and future Development Phases, Lots, Townhomes, 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

**1.29. "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.

**1.30. "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.

**1.31. "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.

**1.32. "Town Homes"** shall mean and refer to attached "condominium type" Dwellings located within a particular Neighborhood Area

## 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 approximately eighty-five (85) 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 Owners and Declarant for their benefit, shall be responsible for the exclusive management and control of the Common Areas. 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.

**3.02. 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 and Town 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.

(a) The Master Association is a body comprised of the Members who are Owners of Lots or Town Homes, except for Lots owned by the Master Association. The Master Association, through the Architectural Control Committee, is intended to provide general design review in compliance with the Architectural Design Guidelines for the Property. The Master Association shall also be responsible for management, operation, maintenance, and control of those amenities and common facilities that are for the use and benefit of all of the Owners within The Crossings, and to enforce the Architectural Covenants within the Property. Each of the Neighborhood Areas shall be entitled to have an Owner or Owners serve as representatives on the Management Committee at any time, with the specific number of Owners for each Neighborhood Area being determined by the Management Committee. Individual Owners shall be Members of the Master Association upon acquisition of a Lot or Town 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.

(b) 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, a Declaration of Town 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).

**3.03. Neighborhood Concepts.** Within The Crossings, there may be three (3) principle types of Neighborhood Areas, with two (2) distinct types of Lots and Town 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 a fence, screen, or other enclosure, and such areas will be the responsibility of the Owner. 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 and approximately thirty-nine (39) Town Home style units. Each Town Home will have 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 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 an amount determined by a reserve study in accordance with applicable law, in addition to the Master Association's assessment.

**3.04. Master Homeowners Association Purposes.** 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 in The Crossings, except for Lots owned by the Association. The Association is established to perform through its Management Committee all of the functions and exercise all of the rights and powers set forth below and available under law for the benefit of the Owners and the enforcement of these Covenants.

**3.05. Membership.** Members of the Association shall be record Owners of Lots 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 or Town Home to which it relates and shall be transferred automatically by sale of that Lot or Town Home. A reinvestment fee with an amount determined by the Management Committee may be required to set up the Association records in the new Owner's name. Ownership of a Lot 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 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 Management Committee or the Declarant and will be known as Secondary Memberships. With the payment of the initial nonrefundable membership fee (which will be set by the Board or Declarant from time to time) these Secondary Members will have all the rights and privileges of membership as long as monthly Assessments are current. These secondary memberships shall be further established and defined by Rules to be established by the Declarant and/or the Management Committee.

**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**

#### **HOMEOWNER COVENANTS AND ASSESSMENTS**

**4.01. Creation of the Lien and Personal Obligation of Assessments.** The Owner of any Lot or Town Home, 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 Committee; 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 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. All property owned by the Declarant is also exempt from the Assessments or fees created herein.

**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.** After the Declarant Control Period, 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 Owner or Owners of a Lot or Town Home, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot or Town Home concerned unless an objection is immediately made by another Owner of the same Lot 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 Committee.

**4.06. Uniform Rate of Assessment.** Both regular and special Association Assessments must be fixed at a uniform rate for all Lots and Town Homes. Mandatory landscaping 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 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 Committee. 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 Committee), furnish a certificate signed by an officer of the Association stating that the Assessments on a specified Lot 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 or Town Home pursuant to a mortgage foreclosure of a first lien against a Lot 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 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 Committee and will not exceed the legal allowable limit.

## 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 Committee shall appoint three (3) members to the ACC. The Management Committee may hire qualified individuals outside of the Association to assist in the ACC duties.

(a) **Sub-ACC Committee.** The Management Committee 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 Committee 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 Committee for failure to follow the applicable guidelines and rules, or if it is determined by the Management Committee 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 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 Management Committee 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.

**5.04. Compensation.** ACC members will 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 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.

**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 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. Owners, the ACC, and the Association will be required to participate, in good faith, in the mediation of any and all disputes related to the activities of the ACC and to follow the other dispute resolution requirements of Section 12.07.

**5.07. Written Records.** 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.

**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"). 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. When construction is completed as approved, the ACC will issue a release letter to be taken to Wasatch County to obtain a certificate of occupancy.

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, 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, which plans must include mailbox design and placement, 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 is 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 has 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 must 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 Landscaping and Sprinkler Performance Bond.** For Phases 7a and 8a, a landscaping bond in the amount of **\$2500** will be placed with the ACC prior to landscaping approval and before any installation of the landscaping is allowed to commence ("Cottage Landscape Bond"). The Architectural Performance Bond may become convertible to the Cottage Landscape Bond if all construction has been approved prior to submitting of the 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. Before 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 completion of the required fixes after notification to the ACC.

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 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 and Town Home shall be occupied and used for a 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 or 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 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 or Town Home, except that an Owner or another resident of the Lot or Town Home may conduct business activities on such Lot if the business activity is ancillary to the primary residential occupancy of the Lot 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 Committee'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) days are allowed.

All leases shall be in writing. All leases must require that tenants and all occupants of the leased Lot 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 and Town Homes owned by Declarant. The Management Committee



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 Committee or the Association's managing agent of the lease and provide a copy of the lease and any additional information the Management Committee 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 Committee 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 Committee may, but is not required to, also adopt rules and regulations to clarify the rights and obligations of Owners who lease their Lots or Town Homes on a short-term basis.

Every Owner shall cause anyone occupying or visiting his or her Lot 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 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 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. Large and small storage units may be available for rent on the Property.

**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 and fencing may have to be disturbed or removed to facilitate utility maintenance.

**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 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, 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. 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 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 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. Solar panels or other 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.

**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 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 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 therefor, the Common Areas shall not be used for storage of supplies, 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 Committee and specific restrictions may be adopted in some of the Neighborhood Areas. The Management Committee may also set such additional rules and regulations relating to use of the Common Areas as it may deem necessary or advisable.

**6.17. Rules and Regulations.** All Owners, by acquiring and retaining a Lot 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 adjusted for each size of lot depending upon the square footage, topography and location. 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 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 Irrigation Company. 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.

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.

**6.19. Fractional Ownership.** Lots 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 Committee 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 Committee 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, 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 Committee 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 except on main corridor park strips. Main corridor roads include Lindsay Hill Road, Country Crossing Road, Mountain Shadow Road, Country Cottage Road, and Old Farm 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 and 8A will be finished complete with land-

scaping, sprinkling systems and hardscape. 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; and 3) 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. 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 established by the Association, 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.

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; and 5) 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. 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. Ridge line requirements for Peak Lots may be designated on the recorded plat. See Section 7.05.

<b>Dwelling</b>	<b>Lot Size (Approximate)</b>	<b>Single-Story (Minimum sq ft) Main Floor</b>	<b>Two-Story (Minimum sq ft) Main Floor</b>	<b>Multi-Level (Minimum sq ft)</b>
Cottage Homes	6,000 to 7,999 sq ft	1,250 sq ft	1,100 sq ft	2,200 sq ft
Cottage Homes	8,000 to 10,499 sq ft	1,400 sq ft	1,250 sq ft	2,400 sq ft
Custom Home	10,500 to 12,299 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
Custom Home	18,000 to 30,499 sq ft	2,200 sq ft	2,000 sq ft	3,000 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	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.

**7.05. 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 with 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

**7.06. 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 allowed 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 ten thousand (<10,000) 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).

**7.07. 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 7.28, and certain of the Supplemental Neighborhood Declarations identify the Equestrian Lots and provide information regarding animal waste issues associated with those Lots.

**7.08. 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.

**7.09. 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 foot print of the home with its setbacks with topography and elevations; and



(c) A written description of 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.

**7.10. Occupancy Permit.** No Dwelling shall be occupied until the Owner shall first have obtained written approval from the ACC stating that the Owner has completed the Dwelling and complied with all approved Plans and is entitled to occupancy. The Owner will then take the ACC's written approval to Wasatch County, and Wasatch County will then do its inspection and issue a Certificate of Occupancy. An Owner must have both the ACC approval and the Certificate of Occupancy before taking occupancy. 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.

**7.11. 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.

**7.12. 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. 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 used when available. 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, 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.

**7.13. 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 will be promulgated 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. Log homes will be considered by the ACC on a case by case basis; the ACC will solely determine if the quality and esthetic value are appropriate. The Neighborhood Declarations or Neighborhood Design Guidelines for each Neighborhood Area may designate additional specific exterior materials requirements.

**7.14. Windows.** All windows must be at least double-glazed. No mirrored or reflective glass will be allowed. Any trapezoidal windows must follow the shape of the roof or walls surrounding them.

**7.15. 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.

**7.16. 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, the ACC will determine another similar product as a standard.

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

**7.18. 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, 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.

**7.19. 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 as approved by the ACC. In place of foundations, concrete slabs are acceptable.

**7.20. 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 reflect light away and downward with minimal glare from adjacent Dwellings and Outbuildings and away from the vision of passing motorists.

**7.21. 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 in the Cottages must be set back from the front plane of the home unless a side entry garage configuration is used. Front load garages must be set back a minimum of 20 feet from the property line per Wasatch County Code.

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

**7.22. 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. All Outbuildings must be sited according to Wasatch County Code. The ACC will approve the height and size of each Outbuilding based on its siting and proportion to the primary Dwelling. 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 10,500 square feet	None
Custom Homes	10,500 to 13,000 square feet	ACC will consider on a case-by-case basis.
Custom Homes	13,000 to 27,860 square feet	One (1)
Custom Homes	27,860 square feet 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. Sheds or play-houses (less than 100 square feet) may be allowed but must be approved first by the ACC.

**7.23. Restrictions on Additional Off-Street Parking.** Hardsurface parking in excess of the minimums set forth in Section 7.21, 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 square feet	None
Cottage Homes & Custom Homes	10,000 to 13,000 square feet	The ACC may consider one (1) pad on a case-by-case basis
Custom Homes	13,000 to 17,499 square feet	One (1)
Custom Homes	17,500 + square feet	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. Cars, trucks, recreational vehicles, trailers, or boats may be parked on parking pads. These pads must be screened from roadways and adjacent neighbors' views by fences, walls, or landscaping. Notwithstanding the above, temporary loading, lasting no more than forty-eight (48) hours, is permitted.

**7.24. Improvements and Landscaping.** A Plan for all of the Improvements including, but not limited to, landscaping, automatic sprinklers, hard surface areas, fencing, and outdoor lighting, 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 with the exception of those houses facing corridor roads, which include Old Farm Rd., Lindsay Hill Rd., County Crossing Rd., Mountain Shadow Rd. and Country Cottage 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 between September 1 and March 31, all landscaping must be completed no later than the following July 1. If the final building inspection is completed between April 1 and August 31, all landscaping must be completed within ninety (90) days following the inspection.

(a) Landscaping & Irrigation of Custom Lots. 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 independently secures additional water resources sufficient to irrigate additional landscaped areas above and beyond the allotment set forth herein.

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.

On the Cottage portions of Phases 7a and 8a, 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 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 guidelines, or similar documents.

(c) Equestrian Lot Landscaping. All pastures must be irrigated, 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. 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.

**7.25. Fencing.** All fences, screens or walls, including fencing designed and used for animal enclosures, must be approved by the ACC. 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 encourages open 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 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 concrete, decorative wood, iron, Trex, two, three or four rail lodge pole fencing or a combination of these, are acceptable fencing materials. Vinyl, 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 Committee.

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

Each Cottage Phase will have an approved fencing material. Cottage fencing standards will be outlined in the applicable Design Guidelines. Due to the smaller size of the Cottage Lots, full fencing is discouraged and screening panels are encouraged.

(a) 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.

**7.26. 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. 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.

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

**7.28. Animals.** No wild or dangerous animals, cows, roosters, peacocks, or swine (excepting 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.

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. 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 animals 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. Chain link 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 (20) feet 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:

<b>Dwelling</b>	<b>Lot Size (approximate)</b>	<b>Small Animals (Maximum &amp; Type Allowed)</b>	<b>Large Animals (Maximum Allowed)</b>
Cottage Homes	6,000 to 13,000 sq ft	2 dogs, 2 cats	None
Custom Homes	10,000 to 13,000 sq ft	2 dogs, 2 cats, 3 chickens**	None
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, 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 on Custom and Equestrian Lot's only, with a maximum of one (1) per Lot.

Additional Equestrian Lots may be added in future Phases, with the Declarant or Management Committee 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.

**7.29. 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.

**7.30. 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 Committee'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 Committee 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 Committee'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 Committee 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 Committee, 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 Committee, 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. 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.

**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. No motor vehicles of any kind or description may be operated on the trail system except for authorized vehicles engaged in the construction or maintenance of the trail or Improvements within the trail. 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 Town Home Neighborhood Areas, to enter those 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. 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, in which event such costs shall be treated as a special Assessment to such Owner and shall attach to his Lot, 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, ACC, or Management Committee 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 Management Committee 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 Management Committee, which shall be at least forty-eight (48) hours.

Fines assessed by the Declarant, Association, ACC, or Management Committee 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, 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.

An Owner who is assessed a fine by the Management Committee 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 Management Committee 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 Committee, 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.

**12.07. Dispute Resolution.**

(a) The Association, the Management Committee, Owners, and other persons subject to these CC&R's agree that it is in the best interests of all concerned to encourage the amicable resolution of disputes involving the Association without the emotional and financial costs of litigation. Accordingly, each of the foregoing agrees not to file suit in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 12.08 in a good faith effort to resolve such Claim.

(b) As used in this Section, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to:

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of anyone arising from the Association's CC&Rs or Bylaws;

(iii) the design or construction of Dwellings, Outbuildings, or Improvements or other buildings or amenities within the Association;

except that the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 12.08:

(1) any suit by the Association to collect Assessments, fees or other amounts due from any Owner or to enforce any liens;

(2) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of the Governing Documents;

(3) any suit between Owners, which does not include the Association as a party, if such suit asserts a claim that would constitute a cause of action independent of the Association's Governing Documents;

(4) any suit in which any indispensable party is not bound hereby; and

(5) any suit as to which any applicable statute of limitations would expire within one hundred and eighty (180) days of giving the Notice required in Section 12.08(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

**12.08. Dispute Resolution Procedures.**

(a) Notice. A person asserting a Claim (“Claimant”) against another person subject to this Section (“Respondent”) shall give written notice to each Respondent and to the Management Committee stating plainly and concisely:

(i) the nature of the Claim, including the persons involved and the Respondent’s role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) the Claimant’s proposed resolution or remedy; and

(iv) the Claimant’s desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Claimant(s) and Respondent(s) shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Management Committee may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Mediation. If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the Notice described in Section 12.08(a) (or within such other period as the parties may agree upon), the Claimant(s) shall have thirty (30) additional days to submit the Claim to mediation with an individual or entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Park City or State of Utah area.

If the Claimant(s) does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant(s) shall be deemed to have waived the Claim, and the Respondent(s) shall be relieved of any and all liability to the Claimant(s) (but not third parties) on account of such Claim.

If the parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings,

indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant(s) shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each party shall bear its own costs of the mediation, including attorneys' fees, and each party shall share equally all fees charged by the mediator.

(d) **Settlement.** Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

### **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 Committee 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. 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.

**14.06. 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.

**14.07. 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.

**14.08. 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.

**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 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.

DATED this <sup>th</sup>26 day of February, 2015.

WASATCH COMMUNITIES, INC.

By: Tracey M. Cannon  
Tracey M. Cannon, President

TLC INVESTMENT ENTERPRISES, LLC

By: Tracey M. Cannon  
Tracey M. Cannon, Manager

THE CROSSINGS AT LAKE CREEK 1, LLC

By: Tracey M. Cannon  
Tracey M. Cannon, Manager

CLOVERSTONE FUNDING, LLC

By: Tracey M. Cannon  
Tracey M. Cannon, Manager

THE CROSSINGS AT LAKE CREEK 10, LLC

By: Tracey M. Cannon  
Tracey M. Cannon, Manager

JOHN GALT ENTERPRISES, LLC

By: Tracey M. Cannon  
Tracey M. Cannon, Manager



THE CROSSINGS AT LAKE CREEK, LLC as amended to be THE CROSSINGS AT LAKE CREEK PH. XIV, LLC

By: Tracey M. Cannon  
Tracey M. Cannon, Manager

TRACEY CANNON, individually,

Tracey M. Cannon  
Tracey M. Cannon

**ACKNOWLEDGMENT**

STATE OF UTAH )

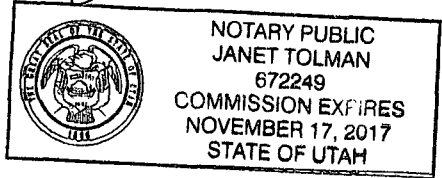
County of Salt Lake <sup>City</sup>

On the 20<sup>th</sup> day of February, 2015, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake, in said State of Utah, Tracey M. Cannon, the signer(s) of the above **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.

Janet Tolman  
NOTARY PUBLIC

My Commission Expires: 11-17-17

Residing at: Davis County



**EXHIBIT A**  
**Property Description**

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

BEGINNING AT A POINT ON THE EAST BOUNDARY OF THE CROSSINGS AT LAKE CREEK PHASE NO. 1 AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY #281252 BK 743 PG 598-657, SAID POINT BEING SOUTH 89°48'13" WEST, 6.69 FEET ALONG THE NORTH SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG THE BOUNDARY OF SAID CROSSINGS AT LAKE CREEK PHASE NO. 1 THE FOLLOWING FOURTEEN (14) COURSES: 1) SOUTH 00°10'58" WEST, 694.43 FEET; 2) SOUTH 00°03'02" WEST, 640.01 FEET; 3) SOUTH 88°44'46" EAST, 1037.75 FEET; 4) SOUTH 89°02'56" EAST, 436.10 FEET; 5) NORTH 89°41'24" EAST, 1198.84 FEET; 6) SOUTH 00°05'29" EAST, 370.26 FEET; 7) SOUTH 89°56'57" WEST, 1.19 FEET; 8) SOUTH 00°03'08" EAST, 454.36 FEET; 9) WEST, 203.73 FEET; 10) NORTH, 124.00 FEET; 11) WEST, 275.00 FEET; 12) SOUTH, 323.76 FEET; 13) SOUTH 56°57'01" WEST, 172.79 FEET; 14) WEST, 464.12 FEET TO A POINT ON THE BOUNDARY OF THE CROSSINGS AT LAKE CREEK PHASE NO. 14 SUBDIVISION AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY #331765 BK 959 PG 1922-1951; THENCE ALONG THE BOUNDARY LINE OF SAID THE CROSSINGS AT LAKE CREEK PHASE NO. 14 THE FOLLOWING FIVE THE FOLLOWING TWO (2) COURSES: 1) SOUTH, 843.13 FEET; 2) NORTH 89°40'02" WEST, 252.88 FEET; THENCE ALONG AND LEAVING SAID BOUNDARY LINE SOUTH 00°09'02" WEST, 679.23 FEET; THENCE SOUTH 89°49'53" EAST, 0.25 FEET TO THE NORTHWEST CORNER OF SAGE CREEK FARM AMENDED SUBDIVISION AS RECORDED IN THE WASATCH COUNTY RECORDERS OFFICE AS ENTRY #188181 BK 327 PG 116-125; THENCE FOLLOWING THE WEST BOUNDARY LINE OF SAID SAGE CREEK FARM AMENDED SUBDIVISION SOUTH 00°00'57" EAST, 653.90 FEET; THENCE SOUTH 89°43'06" WEST, 492.26 FEET; THENCE NORTH, 288.52 FEET; THENCE SOUTH 89°59'03" WEST, 407.61 FEET; THENCE NORTH, 289.82 FEET; THENCE NORTH 87°10'06" WEST, 60.19 FEET; THENCE SOUTH, 717.96 FEET; THENCE WEST, 689.89 FEET; THENCE NORTH 00°31'08" WEST, 258.08 FEET; THENCE NORTH 89°34'05" WEST, 583.76 FEET TO A POINT ON THE EAST BOUNDARY OF THE CROSSINGS AT LAKE CREEK PHASES 7A AND 8A AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY #317573 BK 935 PG 1360-1389; THENCE ALONG SAID BOUNDARY OF THE CROSSINGS AT LAKE CREEK PHASES 7A AND 8A THE FOLLOWING SEVEN (7) COURSES: 1) SOUTH 09°21'11" WEST, 1.70 FEET; 2) SOUTH, 348.82 FEET; 3) NORTH 89°48'40" WEST, 236.00 FEET; 4) SOUTH, 348.82 FEET; 5) NORTH 89°49'33" WEST, 965.70 FEET; 6) NORTH 02°38'40" EAST, 14.46 FEET; 7) 18.25 FEET ALONG A 174.96 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 00°20'37" WEST, 18.25 FEET); THENCE NORTH 89°49'30" WEST, 45.46 FEET; THENCE NORTH 08°25'00" WEST, 169.83 FEET; THENCE NORTH 11°47'00" EAST 171.00 FEET; THENCE NORTH 17°14'59" EAST, 293.72 FEET; THENCE SOUTH 66°30'26" EAST, 40.48 FEET; THENCE NORTH 23°29'34" EAST, 26.51 FEET; THENCE 93.50 FEET ALONG A 129.40 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 02°47'38" EAST, 91.48 FEET); THENCE NORTH 17°54'25" WEST, 162.12 FEET; THENCE 123.77 FEET

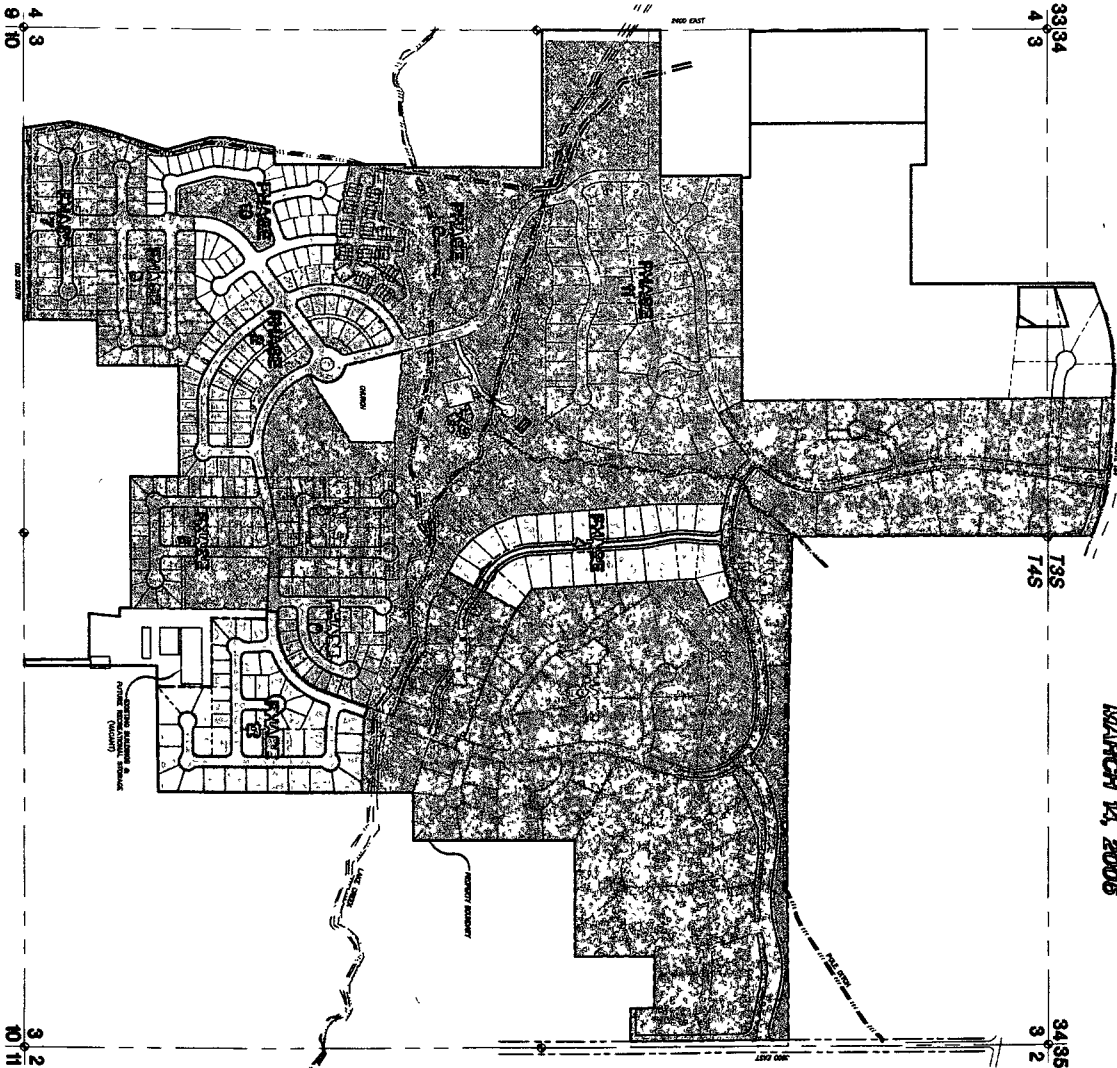
ALONG A 252.30 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 03°51'13" WEST, 122.53 FEET); THENCE NORTH 10°11'59" EAST, 276.19 FEET; THENCE SOUTH 89°56'33" EAST, 50.01 FEET; THENCE NORTH 00°09'09" EAST, 277.16 FEET; THENCE NORTH 13°53'24" EAST, 92.00 FEET; THENCE NORTH 76°09'17" WEST, 15.23 FEET; THENCE NORTH 17°11'51" EAST, 16.55 FEET; THENCE NORTH 19°01'35" EAST, 151.58 FEET; THENCE NORTH 03°06'46" EAST, 241.47 FEET; THENCE NORTH 08°12'05" EAST, 601.48 FEET; THENCE SOUTH 89°59'38" WEST 945.27 FEET; THENCE NORTH 0°38'45" EAST 620.17 FEET; THENCE SOUTH 89°50'51" EAST 777.27 FEET; THENCE NORTH 0°09'09" EAST 424.73 FEET; THENCE NORTH 89°58'01" EAST 1182.63 FEET TO A POINT ON THE BOUNDARY OF SAID CROSSINGS AT LAKE CREEK PHASE NO. 1; THENCE ALONG SAID BOUNDARY OF CROSSINGS AT LAKE CREEK PHASE NO. 1 THE FOLLOWING FOUR (4) COURSES: 1) NORTH 00°10'01" WEST, 1555.10 FEET; 2) NORTH 00°02'03" WEST, 372.33 FEET; 3) SOUTH 87°14'44" EAST, 331.06 FEET; 4) THENCE 387.95 FEET ALONG A 1061.71 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 76°46'39" EAST, 385.80 FEET); 12) SOUTH 66°18'34" EAST, 15.90 FEET; 13) SOUTH 00°08'04" WEST, 226.29 FEET TO THE POINT OF BEGINNING.

CONTAINS: 326.91± ACRES

**EXHIBIT B**  
**Phase Map**

# THE CROSSINGS AT LAKE CREEK

A MASTER PLANNED RESIDENTIAL DEVELOPMENT  
MARCH 14, 2005



**THE CROSSINGS AT LAKE CREEK**

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)	PERCENT COVERED	PERCENT OPEN SPACE
1	1,125	12.8	100	0
2	1,125	12.8	100	0
3	1,125	12.8	100	0
4	1,125	12.8	100	0
5	1,125	12.8	100	0
6	1,125	12.8	100	0
7	1,125	12.8	100	0
8	1,125	12.8	100	0
9	1,125	12.8	100	0
10	1,125	12.8	100	0
11	1,125	12.8	100	0
12	1,125	12.8	100	0
13	1,125	12.8	100	0
14	1,125	12.8	100	0
15	1,125	12.8	100	0
16	1,125	12.8	100	0
17	1,125	12.8	100	0
18	1,125	12.8	100	0
19	1,125	12.8	100	0
20	1,125	12.8	100	0
21	1,125	12.8	100	0
22	1,125	12.8	100	0
23	1,125	12.8	100	0
24	1,125	12.8	100	0
25	1,125	12.8	100	0
26	1,125	12.8	100	0
27	1,125	12.8	100	0
28	1,125	12.8	100	0
29	1,125	12.8	100	0
30	1,125	12.8	100	0
31	1,125	12.8	100	0
32	1,125	12.8	100	0
33	1,125	12.8	100	0
34	1,125	12.8	100	0
35	1,125	12.8	100	0
36	1,125	12.8	100	0
37	1,125	12.8	100	0
38	1,125	12.8	100	0
39	1,125	12.8	100	0
40	1,125	12.8	100	0
41	1,125	12.8	100	0
42	1,125	12.8	100	0
43	1,125	12.8	100	0
44	1,125	12.8	100	0
45	1,125	12.8	100	0
46	1,125	12.8	100	0
47	1,125	12.8	100	0
48	1,125	12.8	100	0
49	1,125	12.8	100	0
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56	1,125	12.8	100	0
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58	1,125	12.8	100	0
59	1,125	12.8	100	0
60	1,125	12.8	100	0
61	1,125	12.8	100	0
62	1,125	12.8	100	0
63	1,125	12.8	100	0
64	1,125	12.8	100	0
65	1,125	12.8	100	0
66	1,125	12.8	100	0
67	1,125	12.8	100	0
68	1,125	12.8	100	0
69	1,125	12.8	100	0
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77	1,125	12.8	100	0
78	1,125	12.8	100	0
79	1,125	12.8	100	0
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81	1,125	12.8	100	0
82	1,125	12.8	100	0
83	1,125	12.8	100	0
84	1,125	12.8	100	0
85	1,125	12.8	100	0
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89	1,125	12.8	100	0
90	1,125	12.8	100	0
91	1,125	12.8	100	0
92	1,125	12.8	100	0
93	1,125	12.8	100	0
94	1,125	12.8	100	0
95	1,125	12.8	100	0
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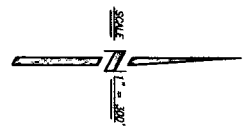
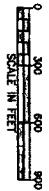
THE CROSSINGS AT LAKE CREEK LLC

WABATCH, UTAH



**DOMINION**  
Residential Development, LLC  
5555 South Green Street  
Marysville, Utah 84113 801-753-2000

THE CROSSINGS AT LAKE CREEK  
MASTER PHASING PLAN W/OPEN SPACE

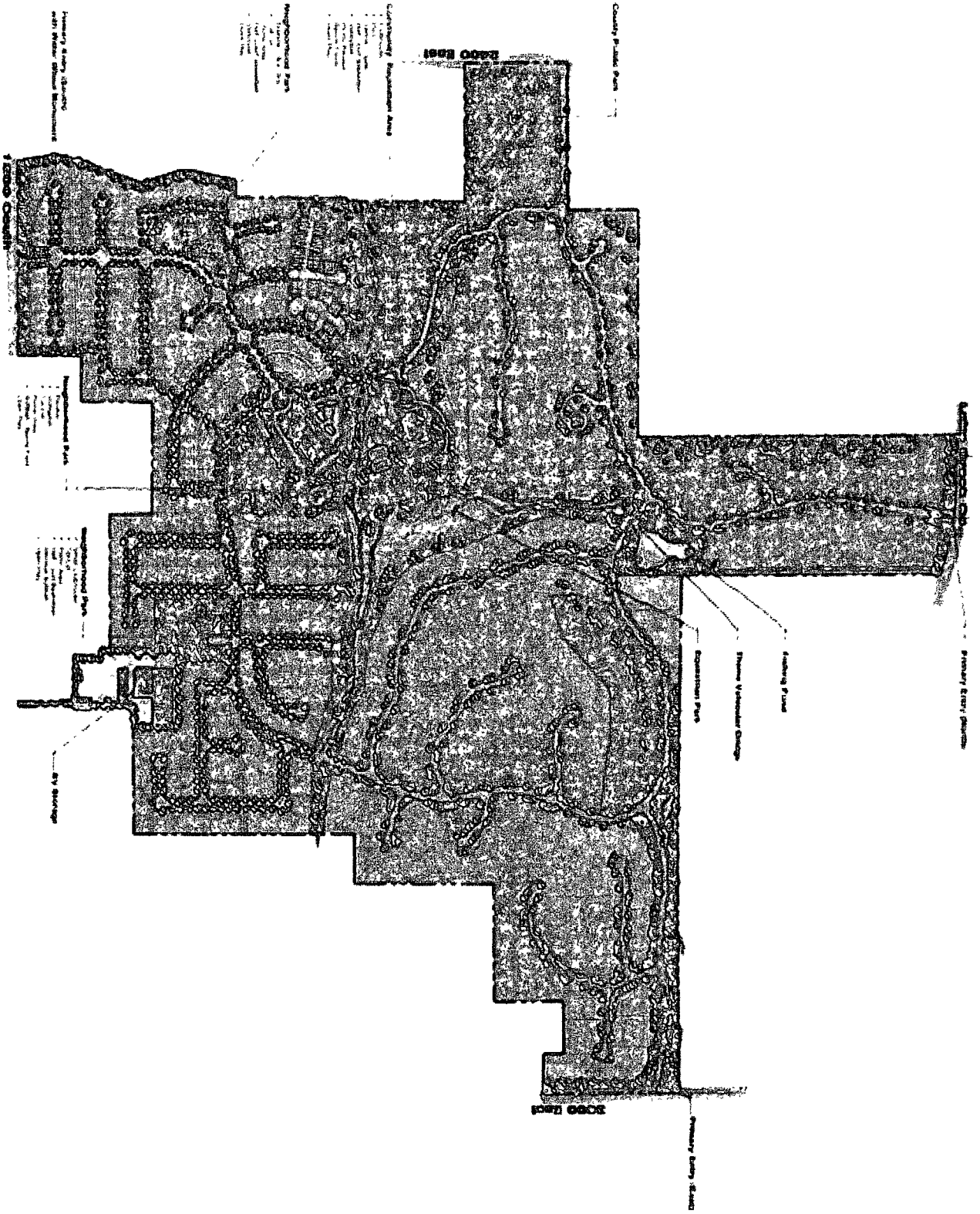


NO.	REVISIONS	BY	DATE	DESCRIPTION
1				
2				

912

**THE CROSSINGS at LAKE CREEK**  
**Wasatch County**

TLC Investment Enterprises



**ILLUSTRATIVE**  
**CONCEPT PLAN**

