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RECORDED FOR PATTERSON CONSTRUCTION

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MAPLE CREST CONDOMINIUMS

THIS DECLARATION, made on this 28 day of July, 1993, by Patterson Construction, Inc., a Utah corporation.

R E C I T A L S:

A. Declarant is the owner of certain property in Utah County, State of Utah, which is particularly described as follows:

Commencing at the intersection of a fence line with the North boundary of Main Street, American Fork, Utah, said point being located S 89°27'24" E along the North boundary of Main Street 1222.86' from the SE corner, Block 15, Plat "A", American Fork City Survey of Building Lots; also being N 89°45'02" W along section line 326.70' & South 131.50' from the N 1/4 COR. of SEC. 24, T5S, R1E, SLB&M; thence North 278.41'; thence S 89°45'14" E 296.41' along a fence line; thence S 00°33'54" W 169.94'; along West boundary of 600 East Street; thence N 89°27'24" W 85.00'; thence S 00°33'54" W 110.00'; thence N 89°27'24" W 208.66' along North boundary of Main Street to the point of beginning.

B. Declarant has constructed, or is in the process of constructing, upon said tract a Condominium Project, including certain Units and other improvements. All of such construction has been, or is to be, performed in accordance with the plans and drawings contained in the Record of Survey Map filed for record simultaneously herewith, prepared and certified by David V. Thomas of Aztec Engineering Inc., Land surveyors registered in the State of Utah.

C. Declarant desires, by filing this Declaration and the Record of Survey Map, to submit said tract and all improvements now or hereafter constructed hereon to the provisions of the Utah Condominium Ownership Act as a Condominium Project to be known as Maple Crest Condominiums.

D. Declarant intends to sell to various purchasers the Fee Title to the individuals Units contained in the Project, together with the undivided ownership interest in the Common Areas and

Facilities appurtenant to such Units, subject to the covenants, conditions, restrictions, limitations and easements herein set forth.

ARTICLE I

DEFINITIONS

When used in this Declaration (including that portion hereof captioned "Recitals" and in the Bylaws attached hereto) the terms used shall have the meaning stated in the Utah Condominium Ownership Act and as follows unless the context otherwise requires.

1. Act shall mean and refer to the Utah Condominium Ownership Act, Title 57, Chapter 8, Utah Code Annotated 1953 as the same may be amended from time to time.

2. Declaration shall mean and refer to this Declaration. This Declaration has been drafted to comply with the requirements of the Utah Condominium Ownership Act, Title 57, Chapter 8, Utah Code Annotated 1953. Any ambiguities, omissions, and/or conflicts shall be construed to comply with the provisions of said Act.

3. Map shall mean and refer to the Record of Survey map filed herewith captioned "Maple Crest Condominiums", located at American Fork, Utah.

4. Property shall mean and refer to the Tract or Entire Tract described in Paragraph A above, the buildings, all improvements and the structure thereon, all easements, rights and appurtenances belonging thereto and all articles of personal property intended for use in connection therewith.

5. Common Areas or the Common Areas and Facilities shall mean and refer to and include:

(a) Those common Areas and Facilities specifically set forth and designated as such in the Map.

(b) The land on which the buildings and other improvements are constructed and submitted by this Declaration to the terms of the Act.

(c) That part of the condominium Project not specifically included in the respective Units as hereinafter defined.

(d) All Limited Common Areas and Facilities.

(e) All exterior walkways, streets, yards, gardens, fences, open parking spaces, installation of central services such as power, light, gas, all apparatus and installations existing for common use, such recreational and community facilities as may be provided for.

(f) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management.

(g) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

6. Condominium Unit or Units means and refers to one of the living units intended for independent use as defined in the Act and as shown in the Map. Mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures the like, shall be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural wall, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, inter alia and as appropriate, wallpaper, paint, flooring, carpeting and tile, All pipes, wires, conduits, or their public utility lines or installation constituting part of the Unit or serving only the Unit, and any structural members of any other property of any kind, including fixtures and appliances within any Unit is situated shall be considered part of the Unit. The private open space (patio) or the private balcony appurtenant to each Unit shall be part of that Unit.

7. Management Committee or Committee shall mean and refer to the Committee as provided in the Declaration charged with and having the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Property. The Board of Trustees of the Association, elected in accordance with the Bylaws of the Association, shall be the Management Committee.

8. Association shall mean Maple Crest Condominiums an Association with a membership comprised of all condominium unit owners acting as a group in accordance with the Act, this Declaration, and Bylaws of the Association.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE CREST
Page 4

9. Common Expenses shall mean all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, This Declaration, the Bylaws, such rules, regulations and other determinations and agreements pertaining to the Condominium Project as the Management Committee, the unit Owners, and the Association as hereinafter mentioned, may from time to time adopt.

10. Mortgage shall mean any mortgage, Deed of Trust, or the security instrument by which a unit or any part thereof is encumbered.

11. Mortgagee shall mean any person named as Mortgagee or beneficiary under or holder of a Deed of Trust.

12. Limited common Areas and Facilities or Limited Common Areas shall mean those Common Areas Designated in the Declaration and shown on the Map as reserved for use of certain Unit or Units to the exclusion of other Units. Limited Common Areas include the forty-six (46) (twenty-three double) covered parking spaces, with a covered parking space and a storage shed being specifically assigned for the exclusive use of each individual Unit Owner.

13. Unit Number shall mean and refer to the number, letter or combination thereof which designates a Unit in the Attached Exhibit "A" and on the Map.

14. Unit Owner or Owner shall mean and refer to the owner of the Fee in a Unit and the Ownership of Undivided Interest in the Common Area which is appurtenant thereto. The Declarant shall be deemed to be the Owner of all completed but unsold Units. In the event a Unit is subject to an executory contract of sale, the Buyer shall, unless the Seller and the Buyer, have otherwise agreed and have informed the committee in writing of such agreement, be considered the Unit Owner for all purposes.

15. The Tract or Entire Tract shall mean and refer to the described tract of land set forth in Paragraph A together with all appurtenances thereto. This Tract constitutes the entire Condominium Project.

16. Condominium Project or Project shall mean and refer to Maple Crest Condominiums.

17. Management Body shall mean and refer to either the Management Committee or the Association as the context may admit.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE CREST
Page 5

18. Declarant shall mean and refer to Patterson Construction, Inc., a Utah corporation, its successors and assigns so long as Declarant assigns such right of Declarant hereunder to any such person by an express written assignment.

19. Bylaws shall mean the Bylaws of the Association, which have been or shall be attached hereto and incorporated herein by this reference, as such Bylaws may be amended from time to time.

20. Structural Maintenance Areas shall mean, as the same may from time to time exist, any commonly owned wall, fences, structural improvements, utilities, or other improvement which are constructed or maintained on certain defined private areas.

21. Special Assignment shall mean a charge against a particular Owner and his Unit, directly attributable to the Owner, equal to the costs incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in the Declaration.

22. Family shall mean (1) group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than (3) persons not all so related, inclusive of their domestic servant, who maintain a common household in a residence in a Unit.

ARTICLE II

SUBMISSION TO THE ACT

Declarant hereby submits to the Provisions of the Act the following described real property situated in Utah County, State of Utah, to wit:

(See Paragraph A for Property Description)

ARTICLE III

COVENANTS, CONDITIONS AND RESTRICTIONS

The foregoing submission is made upon and under the following covenants, conditions and restrictions

Section 1: Description of Improvements. The improvements included in the Project are now or will be located on the tract above described, and all of such improvements are described on the

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE CREST
Page 6

Map. The Map indicates the number of Units which are to be contained in the buildings which comprise a part of such improvements, the dimensions of the Units, and other significant facts relating to such buildings and Common Areas.

The Condominium Project will consist of a total of twenty-three (23) Condominium Units in one (1) five-plex building, one (1) seven-plex building, and one (1) eleven-plex building. Each structure will be conventional wood frame construction and with an aluminum siding exterior and/or brick. Each unit shall have its own private space. The private outdoor living space shall be designed for the sole enjoyment of the dwelling occupants.

The Project will provide a total of forty-six (46) (twenty-three (23) double) parking spaces. Two (2) covered parking space(s) will be specifically assigned for the exclusive use of each Unit Owner and will be designated as Limited Common Area. The open parking spaces will be reserved as additional Unit Owner and guest parking. The Common Area in the project will include a picnic area, children's play area and asphalt and concrete walkways. The open space in the project will be fully landscaped.

Section 2: Description and Legal Status of Units. The map shows the Unit Number of each Unit, its location, dimensions from which its areas may be determined, the Limited Common Areas which are reserved for its use, and the common Areas of the Project. The individual family living Units shall be legally designated and described by letter and number.

Section 3: Exhibit "A" Content. Exhibit "A" attached to this Declaration and made a part hereof furnished the following information with respect to each Unit: (a) Unit-building designation; (b) par value of each Unit based on points; and (c) appurtenant Undivided Ownership Interest in the Common Areas.

Section 4: Common and Limited Common Areas. The Common Areas contained in the Project are described and identified in Article I hereof and in the Map. Neither the Ownership of Undivided Interest in the Common Areas nor the right of exclusive use of Limited Common Area shall be separated from the Unit to which it appertains; upon conveyance, such percentage of Undivided Interest and such right of exclusive use shall automatically accompany the conveyance of the unit to which they relate.

Section 5: Determination of Interest in Common Areas. The proportionate share of the Unit Owners in the Common Areas of the Project is based on the par value that each of the Units bear to the total value of all the Units. The proportionate ownership of

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE CREST
Page 7

the Common Area shall be for all purposes, including, but not limited to, voting and assessment for Common Expenses. The maximum interest for each of the Unit Owners in the Common Areas shall be set forth in the aforesaid Exhibit "A".

Section 6: Holding Title. Title to a Unit may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but without limitation, joint tenancy or tenancy in common.

Section 7: No Separation. No part of a Unit or of the legal rights compromising Ownership of a Unit may be separated from any other part thereof during the period of Condominium Ownership described herein, so that each Unit, the Undivided Interest in the Common Areas appurtenant to such Unit, and the exclusive right to use and occupy the Limited Common Areas appurtenant to each Unit, shall always be conveyed, devised, and encumbered, together and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance, or other disposition of a Unit or any part thereof shall constitute a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Unit, together with all appurtenant rights created by law or by this Declaration.

Section 8: No Partition. The Common Areas shall be owned in common by all the Owners of Units, and no Unit Owner may bring action for partition thereof.

Section 9: Use of Common Areas and Limited Common Areas. Subject to the Limitations contained in the Declaration, any Unit Owner shall have the non-exclusive right to use and enjoy the common Areas and shall have the exclusive right to use and enjoy the Limited Common areas designated herein (and on the Map) for exclusive use by such Unit Owner.

Section 10: Unit Maintenance. Each owner shall at his own cost and expense maintain, repair, paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior walls and trim the interior surfaces of the walls, ceilings, floor, and window and doors forming the boundaries of his Unit and all walls, ceilings, floors, windows and doors within such boundaries. In addition to decorating and keeping the interior of his Unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, water heater, hearing equipment, air conditioner, lighting fixtures that may be in or connected with his Unit. Each Owner shall be responsible for the landscaping of his own private open space.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE CREST
Page 8

Section 11: Maintenance of Limited Common Areas. Each Owner shall keep the Limited Common Areas designed for use in connection with his Unit in a clean, sanitary and attractive condition at all times.

Section 12: Easement for Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance for the same, shall and does exist. If any part of a Unit encroached or shall hereafter encroach upon the Common Areas or upon an adjoining Unit or Units, an easement for such encroachment and for maintenance shall and does exist. Such encroachment shall not be considered to be encumbrances either in the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building(s) on the Tract, by error in the map, by settling, raising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

Section 13: Access for Repair of Common Areas. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of the other Units shall have the irrevocable right, to be exercised by the Committee as their agent, to have access to each Unit and to all Common Areas for the Maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or another Unit or Units. The Committee Shall also have such rights independent of the agency relationship. Damage to the interior of any part of the Unit or Unit resulting from the maintenance, repairs, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of the committee or of Unit Owners shall be an expense of all the Unit Owners and assessed proportionately; provided, however, that if such damage is the result of negligence of the Owner of the Unit, then such owner shall be financially responsible for all such damage. Amounts owing by Owners pursuant hereto shall be collected by the Committee by assessment pursuant to the Maple Crest Condominium Project above referred to.

Section 14: Right of Ingress, Egress, Lateral Support. Each Owner shall have the right to ingress and egress over, upon and across the common Areas necessary for access to his Unit, and to the Limited Common Areas designated for use in connection with his Unit and each owner shall have the right to the horizontal and

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE CREST
Page 9

lateral support of a Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

Section 15: Easement to Management Committee. The Management Committee Shall have non-exclusive easements to make such use of the common Areas as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

Section 16: Easement for Utility Services. There is hereby created a blanket easement upon, across, over and under the Tract above described in Article II for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, gas, electricity and other utility services.

Section 17: Legal Description of a Unit. Each conveyance or contract for the sale of a unit and every other instrument affecting title to a Unit may describe that Unit by the letter and number shown on the Map with the appropriate reference to the Map and to this Declaration, as each shall appear on the Records of the County Recorder of Utah County, State of Utah, and Substantially in the following form:

Unit ___ shown in the Record of Survey Map for the Maple Crest Condominiums appearing in the records of the County of Utah, in Book ___, Page ___ of Plats, and as defined and described in the Declaration of Condominium, appertain in such Records in Book ___, Page ___ of Records. The conveyance is subject to the provisions of the aforesaid Declaration of the Maple Crest Condominiums.

Such description will be construed to describe the Unit, together with an Undivided Interest in and to the common Areas as the same is established and identified in the Declaration and Map referred to herein above, and to incorporate all the rights incident to ownership of a Unit and all the Limitations of such Ownership as described in this Declaration.

Section 18: Maple Crest Condominiums Homeowners Association. The conveyance of each Unit and its proportionate share of the Common Areas shall be subject to the covenants, conditions, restrictions, easements, charges, and liens as contained in this Declaration and any supplements or amendments thereto recorded in the Office of the County Recorder of Utah County, State of Utah, prior to the conveyance of any Unit. This Declaration provides, inter alia, that all Unit Owners in the Maple Crest Condominiums

Homeowners Association which shall elect the Management Committee to maintain and administer facilities, maintain common areas in the Project, and enforce the covenants and restrictions imposed in this Declaration and to collect and disburse the assessments and charges created herein. The Maple Crest Condominiums Homeowners Association has been established for the benefit of Unit Owners of the Condominium Project. The conveyance of each Unit shall also be subject to the terms of the Article of Incorporation and the Bylaws of the Maple Crest Condominiums Homeowners Association, and the Maintenance Agreement and Open Space Agreement entered into between the Declarant, the Association, and the City of American Fork.

Section 19: Assessments.

(a) Agreement to Pay Assessments. Each Owner of a Unit by the acceptance of a deed or contract therefore, whether or not it be so expressed in the deed or contract, and declarant by retaining ownership of any such unit, shall be deemed to covenant and agree with each other and with the Management Committee to pay annual assessments made by them for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided hereunder.

(b) Basis of Assessments. The total annual assessments against all Units shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and/or the Common Properties, which estimates may include among other things, expenses of management, taxes and special assessments levied by governmental authorities until the Units are separately assessed as provided herein; premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto; common lighting, water, repair and maintenance of the common Areas, wages for employees of the committee, legal and accounting fees, any deficit remaining from a previous period, creation of a reasonable contingency reserve, surplus and/or sinking fund, any other expenses and liabilities which may be incurred by the Committee for the benefit of the Owners or by reason of this Declaration.

(c) Apportionment of Expenses. Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among all Units in proportion to their respective

Undivided Interest in the Common Areas assessable by the Management Committee provided, however, that for this purpose Declarant shall be deemed to own only the Undivided Interest in the Common Areas based upon Units which have been completed but not conveyed by Declarant.

(d) Method, Payment of Assessments, etc. Annual assessments shall be made on a calendar year basis. The committee shall give written notice to each Owner as to the amount of the annual assessment with respect to his Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year, provided however, that the first annual assessment shall be for the balance of the calendar year remaining after the day fixed by the Committee as the date of commencement of the assessment. Each annual assessment shall be due and payable in monthly installments. Each monthly assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it became due and payable if not paid within thirty (30) days after such date. Such monthly assessment becomes payable upon the date the Unit Owner purchases his Unit, whether by conveyance of title or entering into a contract of sale and purchase, and thereafter each monthly payment shall be due and payable on the first day of each and every month in advance.

(e) Special Assessments. In addition to the annual assessments authorized hereunder, the Management Committee may levy in any assessment year special assessments, subject to the provisions of the Bylaws payable over such period as the Management Committee may determine, to be payable over such period as the Management Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Area of the Project or any other part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This paragraph shall not be construed as an independent source of authority for the Management committee to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs hereof. Any amount assessed pursuant thereto shall be assessed to Owners in proportion to their respective Undivided Interest in the Common Areas. Declarant's interest in the Common Areas shall be determined on the same basis set forth in Subparagraph (c) above. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days

after such notice shall have been given. A special assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such dates.

(f) Liens for Unpaid Assessments. All sums assessed to any Unit pursuant to this section, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Management Committee. Such lien shall be superior to all other liens and encumbrances on such Unit, except for:

- (1) governmental assessment authority; and
- (2) encumbrances on the interest of the Unit Owner recorded prior to the date notice of the lien provided for herein is recorded, which by law would be a lien prior to subsequent recorded encumbrances.

All other lienors acquiring liens on any Unit after this Declaration shall have been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instrument creating such liens.

To evidence a lien for sums assessed pursuant to this Section, the Management Committee may prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such notice shall be signed by the Management Committee and may be recorded in the Office of the County Recorder of Utah County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by foreclosure by the Management committee in the same manner in which mortgage or trust deed on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the cost and expenses of such proceeding, the cost and expenses of filing the notice of lien, and all reasonable attorney's fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure, and the Owner shall also be required to pay to Management Committee any assessments against the Unit which shall become due during the period of foreclosure. The Management Committee shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

A release of notice of lien shall be executed by the Management Committee and recorded in the Office of the County Recorder of Utah County, State of Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payments such encumbrancer shall be subrogated to all rights of the Management Committee with respect to such lien, including priority.

The Management Committee shall report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Management Committee written notice of such encumbrance.

(g) Personal Obligation Assessments. The amount of any annual or special assessment against any Unit shall be the personal obligation of the Owner thereof to the Management Committee. Suit to recover a money judgement for such personal obligation may be maintained by the Management Committee without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Unit.

(h) Information Concerning Unpaid Assessments. Upon payment of a reasonable fee not to exceed Ten dollars (\$10.00) and upon written request of any Owner, mortgagee, or prospective purchaser of a Unit, the Management Committee shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit; the amount of the current yearly assessment and the portion thereof which has theretofore been paid; credit for advance payments of prepaid items, including, but not limited to an Owner's share of prepaid insurance premiums, and such statement shall be conclusive upon such Management Committee in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid assessments which became due prior to the lien of the mortgagee which became due prior to the date of making such request shall be subordinate to the lien of the mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments

and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within ten (10) day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Unit.

(i) Purchaser's Obligation. Subject to the provisions of Subparagraph (h), a purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant of conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

(j) Collection by the Committee. It is recognized that the Committee under this Declaration will maintain the Common Areas of the Project, except as otherwise contained herein. It is further recognized that the Management Committee of the Project is authorized to levy assessments for the purposes of performing functions it is authorized to perform within the Project. With respect to the Units in the Project, the Management Committee shall be authorized to collect from the Unit Owners and enforce liability for the payment of assessments levied pursuant to this Declaration.

Section 20: Use of Condominium.

(a) Single Family Housing Use. Each of the Units in the Project is intended to be used for single family residential housing and is restricted to such use.

(b) Restrictions Concerning Common Areas. There shall be no obstruction of the common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Management Committee. The Management Committee may by rules and regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Units or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Management Committee, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Areas, except upon consent of the Management Committee.

(c) Miscellaneous Restrictions. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE CREST
Page 15

which would result in cancellation of the insurance of the Project or any part thereof or increase the rate of the insurance on the project or any part thereof over what the Management Committee, but for such activity, would pay without prior written consent of the Management Committee. Nothing shall be done or kept in any Unit or in any common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body. No damage or waste of the common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each owner shall indemnify and hold the Management Committee and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

(d) Animals. No livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas. Household pets may be kept in Units, subject to strict observance of rules and regulations adapted by the Management Committee.

(e) No Violation of Rules and Regulations. No owner shall violate the rules and regulations for the use of the Units and the Common Areas as adopted from time to time by the Management Committee.

(f) Restrictions and Alterations. No structural alterations to any Unit shall be made by any owner without the prior written consent of the Management Committee.

(g) Declarant's Right to Sell Units. Notwithstanding anything contained herein to the contract, until the Declarant has completed and sold all of the Units, neither the Unit Owners who have purchased Unit from the Declarant nor the Management bodies or either of them, shall interfere with the completion of the contemplated improvements and sale of the remaining Units. The Declarants may make such use of the unsold Units and The Common Areas as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, the showing of the Units, the recreational facilities and the display of signs.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE CREST
Page 16

Section 21. Insurance Bond. The Management Committee shall secure or cause to be secured and maintained at all times the following insurance and bond coverage.

(a) A policy or policies of fire and casualty insurance with extended coverage endorsements, for the full insurable replacement value of the entire Project. Such policy or policies shall be made payable to the Committee and all other persons holding an interest in the Project or any of the Units, as their interests may appear.

(b) The securing of appropriate fidelity bond coverage is recommended for any person or entity handling funds of the Owners' Association, including by not limited to, employees of the professional managers. Such fidelity bonds should name the Association as an obligee, and be written in an amount equal to at least 150 percent of the estimated annual operating expenses of the Condominium Project, including reserves.

(c) A policy or policies insuring the Committee, the Manager, and the Unit Owners against any liability incident to the ownership, use or operation of the Project or any Unit which may arise among themselves, to the public, and to any invitees or tenants of the Project or of the Unit Owners. Limits of liability under such insurance shall not be less than \$300,000 for any person injured, \$1,000,000 for all persons injured in any one accident, and \$1,000,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

(d) The following additional provisions will apply with respect to insurance:

(1) In addition to the insurance described above, the Committee shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with condominium projects similar to the Project in construction nature and use.

(2) The Committee shall have the authority to adjust losses.

(3) Insurance secured and maintained by the Committee shall not be brought into contribution with insurance held by the individual Unit Owners or their mortgagees.

(4) Each policy of insurance obtained by the committee shall, if possible, provide a waiver of the insurer's subrogation rights with respect to the committee, the Manager, the unit Owners, and their respective servants, agents, and guests; that it cannot be cancelled, suspended, or invalidated due to the conduct of any member, officer or employee of the Committee or of the Manager without prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owners.

(5) Any Unit Owner may obtain additional insurance at his own expenses, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the committee. Any Unit Owner who individually obtains insurance covering any portion of the Project shall supply the Committee with a copy of his policy within thirty (30) days after he acquires such insurance.

(6) Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet the requirements of the Federal National Mortgage Association and the Veteran Administration.

Section 22. Damage to Project. In the event of damage to or destruction of part or all of the improvements in the Condominium Project, the following procedures shall apply:

(a) If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvements, such repair or reconstruction shall be carried out.

(b) If less than 75 percent of the Project's improvements are destroyed or substantially damaged, if proceeds of insurance maintained by the Management Committee are not alone sufficient to accomplish repair or reconstruct, restoration shall be carried out and upon approval of at least 50 percent of the affected Unit Owners, all affected Owners shall be assessed for any deficiency on the basis of their

respective percentages of Undivided Interest in the common Areas and Facilities.

(c) If 75 percent or more of the Project's improvements are destroyed or substantially damaged, if proceeds of insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if Unit Owners within 100 days after the destruction or damage by a vote of at least 75 percent elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph (b) above.

(d) If 75 percent or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within ninety (90) days after the destruction or damage and by vote of at least seventy-five percent (75%), elect to repair or reconstruct the affected improvements the Management Committee shall properly record with the Utah County Recorder a notice setting forth such facts. Upon the recording of such notice, the provisions of subsection (1) through (4) of Section 57-8-31, Utah Code Annotated (1953) shall apply and govern the rights of all parties having an interest in the Project or any of the Units.

Any reconstruction or repair which is required to be carried out by this paragraph 22 shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this paragraph 22 regarding the extent of the damage to or destruction of Project improvements shall be made by three (3) MAI appraisers selected by the Management Committee. The decision of any two (2) such appraisers shall be conclusive.

Section 23. Amendments. Except as provided below and after approval by the American Fork City Council in accordance with the American Fork Development Code, Section 2-6.2(16), the vote of at least two-thirds (2/3) of the Undivided Ownership Interest in the Common Areas and Facilities shall be required to amend this Declaration or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of any instrument executed by the Management Committee. In such instrument, the Committee shall certify that the vote required by this Paragraph for amendment has occurred.

Until Units representing fifty percent (50%) of the Undivided Ownership Interest in the Project have been sold, or the expiration

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE CREST
Page 19

of two (2) years (whichever occurs first), Declarant shall have and is hereby vested with the right to amend this Declaration or the Record of Survey map. Such right shall obtain without regard to the subject matter of amendment, so long as the amendment involved is consistent with law and approved by American Fork City.

Section 24. Consent Equivalent to Vote. In those cases in which the Act or the Declaration require the vote of a stated percentage of the Project's Undivided Ownership Interest for the authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the necessary percentage of Undivided Ownership Interest.

Section 25. Service of Process. Service of process shall be received by James K. Patterson, 1220 N. 160 W., American Fork, Utah, 84003. He shall serve as agent for service of process in cases authorized by the Act. The Management Committee shall, however, have the right to appoint a successor or substitute agent and his address shall be specified by an appropriate instrument filed in the office of the County Recorder of Utah County, State of Utah.

Section 26. Mortgage Protection. Notwithstanding anything to the contrary in the Declaration:

(a) An adequate reserve fund for replacement of the Common Areas must be established and shall be funded by regular monthly payments rather than by special assessments.

(b) There shall be established a working capital fund for the initial months of operation of the Project equal to a minimum amount of two months estimated Common Area charge for each Unit.

(c) Any mortgage holder which comes into possession of the Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment in lieu of foreclosure) shall be exempt from any provisions relating to sale or lease of the Units in the project.

(d) In the event of substantial damage to or destruction of any Unit or any part of the Common Areas, the institutional holder of any first mortgage on a Unit shall be entitled to timely written notice of any such damage or destruction. No Unit Owner or other party shall be entitled to priority over

such institutional holder with respect to the distribution of such Unit of any insurance proceeds.

(e) If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the institutional holder of any first mortgage or Unit shall be entitled to timely written notice of any such proceeding or proposed acquisition and no Unit Owner or other party shall have priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

(f) There shall be no prohibition or restriction on a Condominium Unit Owner's right to lease or rent their Unit, except a requirement that leases have a minimum initial term of up to 3 months. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws and that any failure by the Lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

(g) Each holder of a first mortgage lien on a Unit who comes into possession of a Unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any unpaid claims or assessments and charges against the Unit which accrue prior to the time such holder comes into possession of the Unit, except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Units in the project, including the mortgaged Unit.

(h) Any holder of the mortgage is entitled to written notification from the Management Committee of any default by the mortgagor of such Unit in the performance of such mortgagor's obligation under the Declaration which is not secured within thirty (30) days.

(i) Any lien which the Management Committee may have on any Unit in the Project for the payment of Common Expense assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any mortgage on a Unit recorded prior to the date any such Common Expense assessments become due.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE CREST
Page 21

(j) Unless at least seventy-five percent (75%) of the first mortgagees (based on one vote for each mortgage owned) of Units have given their prior written approval, neither the Management Committee nor the Association of Unit owners shall:

(1) By act or omission seek to abandon or terminate the project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain.

(2) Change the pro-rata interest on obligation of any Unit for (a) purposes of levying assessments or charge allocating distributions of hazard insurance proceeds or condemnation awards; and for (b) determining the pro-rata share of ownership of each Unit in the appurtenant Common Areas.

(3) Partition or subdivide any Unit.

(4) make any material amendment to the Declaration or to the Bylaws of the Association, including but not limited to, any amendment which would change the percentage of interest of the Unit Owners in the Common Areas, except as provided in Paragraph 23.

(5) By act or omission, seek to amend, partition, subdivide encumber, sell or transfer the Common Areas. (The granting of easements for public utilities for other public purposes consistent with the intended use of the Common Areas of the Project shall not demand a transfer within the meaning of subparagraph.

(6) Use hazard insurance proceeds for losses to and condominium property (whether to Units or to the Common Areas) for other than repair replacement or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the Units and/or the Common Areas of the Project.

(7) Terminate professional management and assume self-management of the Project.

(k) Mortgage protection, notwithstanding all other provisions hereto:

(1) The liens created hereunder upon any Unit shall be subject and subordinate to and shall not affect the

rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage or trust deed with first priority over such mortgages) upon such interest made in good faith and for value, provided that after the foreclosure or trust deed termination of any such document, there may be a lien created pursuant to paragraph (g) hereof of the interest of the purchaser at such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

(2) No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to the recordation of such amendment that is not joined in the execution thereof.

(3) By subordination agreement executed by a majority of the Management Committee, the benefits of (1) and (2) above may be extended to mortgages not otherwise entitled thereto.

Section 27. Duty of Owner to Pay Taxes on Unit Owned. It is understood that under the Act each Unit (and its percentage of interest in the Common Areas) in the Project is subject to separate assessment and taxation of each taxing authority and the special district(s) for all types of taxes and assessments authorized by law, and that as a result thereof no taxes will be assessed or levied against the project as such. Accordingly, each unit Owner will pay and discharge any and all taxes and assessments which may be assessed against him on his Unit. The language of this paragraph, however, shall not be construed as a limitation on any governmental taxing authority.

Section 28. Enforcement. Each Unit Owner shall comply strictly with the provisions of this Declaration and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with the decisions adopted pursuant to this Declaration and the administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee or manager on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner.

Section 29. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Unit Owners against all costs, expenses and liabilities whatsoever (excluding fraudulent and/or criminal

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE CREST
Page 23

actions) including, without limitation, attorney's fees reasonably incurred by him in connection with any proceeding to which he may become involved by his being or having been a member of said Committee.

(a) Notwithstanding any provisions of this Declaration to the contrary, any proceeding, suit or action as may be deemed necessary to recover a money judgment respecting any assessments levied or fixed by the Management Committee shall be maintained on behalf of the Association at the instance and suit of the Management Committee.

(b) Covenants to Run With Land: Compliance. This Declaration and all the provisions hereof shall constitute covenants and shall be binding upon and inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each owner or occupant of a Unit shall comply with, and all interest in all Units shall be subject to the terms of this Declaration, the Bylaws, and the provisions of any rules, regulations, agreements, or instruments, and determination contemplated by this Declaration, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Committee on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit owner. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to, be bound by each and every provision of this Declaration.

(c) Waiver. No provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 30. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the singular; and the use of any gender shall include all genders.

Section 31. Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase, or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE CREST
Page 24

Section 32. Topical Headings. The headings appearing at the beginning of each of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect content meaning or intent of this Declaration or any paragraph or provision hereof.

Section 33. Effective Date. This Declaration shall take effect upon recording in the office of the County Recorder of Utah County, State of Utah.

Section 34. All Amenities. All amenities (i.e. parking, recreation and service areas) are a part of the Project and are covered by the mortgage at least to the same extent as are the Common Areas and Facilities.

ARTICLE IV

OWNERS' RIGHTS AND OBLIGATIONS

Section 1: Assessments. All Owners are obligated to pay monthly assessments imposed by the Management Committee to meet all Project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro rata according to the value of the Unit owned, as stipulated in general operating reserve and a reserve fund for replacements. Assessments shall be subject to change.

Each Unit Owner shall pay his or her own utility costs which are individually metered in the Project.

Section 2: Maintenance and Repair.

(a) Every Owner must perform promptly all maintenance and repair work within his own Unit which, if omitted, would affect the Project in its entirety or in a part belonging to other Owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the Unit, such as water, light, gas, power, sewage, telephones, air conditioning, sanitary installations, doors, windows, lamps and all other accessories belonging to a Unit shall be at the Owner's expense.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE CREST
Page 25

(c) An Owner shall reimburse the Management Committee for any expenditure incurred in repairing or replacing any Common Area or Facility damaged through his fault and such expenditure shall be added to and become an assessment to which the lot of such Owner is subject.

(d) Each Unit Owner is responsible for the interior maintenance of his Unit.

(e) Exterior Maintenance. In addition to maintenance upon the Common Areas, the Management Committee shall provide exterior maintenance upon each unit which is as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces nor the private open space (patio) or the private balcony appurtenant to each Unit. In the event that the need for maintenance or repair of a Unit or the improvements thereon is caused through the willful or negligent acts of the family, guests or invitees of the Owner of the Unit needing such maintenance and repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Unit is subject.

Section 3: Use of Individual Units - Internal Changes.

(a) All Units shall be utilized for residential purposes only.

(b) An Owner shall not make structural modification or alterations in or to the outside of his Unit or installations located therein or cause to be placed or erected on the Common Property any out buildings without previously notifying the Management Committee in writing. The Management Committee shall have the obligation to answer within twenty (20) days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification.

Section 4: Use of Common Areas and Facilities.

(a) The Common Areas may be scheduled with the Secretary of the Management Committee for use by guests for purposes such as family reunions, etc. All such use by guests must be scheduled with the Secretary. During times when the Common Areas are not scheduled they are available to Members of the Association on a first come first serve basis.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE CREST
Page 26

(b) Owners and guests using the Common Areas are responsible for cleaning up any litter as a result of such use.

Section 5: Rules of Conduct.

(a) No resident of the Project shall post any advertisements or posters of any kind in or on the Project except as authorized by the Management Committee, in which event any and all such signs shall be displayed in a tasteful, manner.

(b) Residents shall exercise care in making noises or using musical instruments, radios, television, and amplifiers that may disturb other residents. Keeping domestic animals shall be in accordance with municipal sanitary regulations.

(c) Hanging of garments, rugs and the like from the window, balconies, or from any of the facades of the project is prohibited.

(d) Dusting and shaking out of rugs and the like from windows, balconies, or from any of the facades of the project is prohibited.

(e) Throwing of garbage or trash outside of the installations provided for such disposal in the service area is prohibited.

(f) No Owner, resident, or lessee shall install wiring for electrical or telephone installation, television and antennae, machines, air conditioning units, or the like, on the exterior of the Project or that protrude through the walls or the roof of the Project except as authorized by the Management Committee.

Dated this 28th day of July, 1993.

PATTERSON CONSTRUCTION, INC.,

By: 
Its: President

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE CREST
Page 27

ATTEST:

Patricia Patterson
Secretary

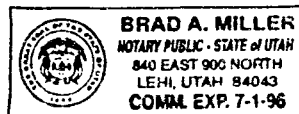
STATE OF UTAH

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COUNTY OF UTAH

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On the 28th day of July, 1993, personally appeared before me James K. Patterson who being duly sworn did say, that he, the said James K. Patterson is the President of Patterson Construction, Inc., a Utah corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said James K. Patterson did duly acknowledged to me that said corporation executed the same.

Brad A. Miller
NOTARY PUBLIC
Residing in: LEHI, UTAH

My Commission Expires:

7-1-96

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE CREST
Page 28

EXHIBIT "A"

<u>Unit Number</u>	<u>Par Value</u>	<u>Appurtenant Undivided Interest in Common Areas</u>
1	1.0	4.347826%
2	1.0	4.347826%
3	1.0	4.347826%
4	1.0	4.347826%
5	1.0	4.347826%
6	1.0	4.347826%
7	1.0	4.347826%
8	1.0	4.347826%
9	1.0	4.347826%
10	1.0	4.347826%
11	1.0	4.347826%
12	1.0	4.347826%
13	1.0	4.347826%
14	1.0	4.347826%
15	1.0	4.347826%
16	1.0	4.347826%
17	1.0	4.347826%
18	1.0	4.347826%
19	1.0	4.347826%
20	1.0	4.347826%
21	1.0	4.347826%
22	1.0	4.347826%
23	1.0	4.347826%
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