

When Recorded Return To:

Rosing Davidson Frost
136 Heber Ave, Suite 203
Park City, Utah 84060

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ENT 70199:2022 PG 1 of 27
Andrea Allen
Utah County Recorder
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**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR
TOWNHOMES AT HOLBROOK FARMS**

This Declaration of Covenants, Conditions, and Restrictions for Townhomes at Holbrook Farms (the “**Declaration**”) is executed by Holbrook Town Investment L.C. and will be effective upon recording with the Office of Recorder for Utah County, Utah.

RECITALS

A. Holbrook Town Investment L.C. (the “**Declarant**”) is the owner and developer of that certain real property located in Lehi, Utah County, Utah that is more particularly described in Exhibit A (the “**Property**”).

B. Declarant desires to develop the Property into a residential subdivision to be known as the Townhomes at Holbrook Farms (the “**Project**”).

C. Declarant deems it necessary and desirable to subject the Property, and all improvements now or hereafter constructed on such property, to the covenants, conditions, restrictions, reservations, easements, assessments, charges, and liens set forth in this Declaration.

NOW, THEREFORE, for the reasons recited above, the Declarant hereby covenants, agrees, and declares that the Project shall be subject to the following covenants, conditions, and restrictions:

**ARTICLE I
DEFINITIONS**

- 1.1. “**Act**” means and refers to the Utah Community Association Act, Utah Code § 57-8a-101 *et seq.*
- 1.2. “**Association**” means and refers to the Townhomes at Holbrook Farms Homeowners Association, a Utah nonprofit corporation.
- 1.3. “**Articles**” means and refers to the Articles of Incorporation for the Association.
- 1.4. “**Assessment**” means and refers to any monetary charge imposed or levied on a Unit or an Owner by the Association as provided for in this Declaration, including any special assessment levied against a particular Unit or Owner.
- 1.5. “**Board**” means and refers to the Board of Directors of the Association.
- 1.6. “**Bylaws**” means and refers to the Bylaws of the Townhomes at Holbrook Farms Homeowners Association, attached hereto as Exhibit B, as the same may be amended from time to time.
- 1.7. “**City**” means and refers to Lehi, Utah.
- 1.8. “**Common Areas**” means and refers to all of the areas in the Project not designated as a Unit on the Plat. Common Areas include, but are not limited to, the following:
- (a) any road, street, lane, alley, or culs-de-sac within the Project not dedicated to the public;
 - (b) all areas designated as Common Areas on the Plat, including any areas designated as open space;
 - (c) all utility installations and all equipment connected with, or in any way related to, the furnishing of utilities for use of more than one Unit or for the Common Areas, including those that may be located within a Unit; and
 - (d) all other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

- 1.9. **“Common Expense”** means and refers to the actual and estimated costs for:
- (a) maintenance, management, operation, repair, and replacement of the Common Areas;
 - (b) management and administration of the Association;
 - (c) insurance and bonds required or allowed by this Declaration;
 - (d) the establishment of reserves;
 - (e) other miscellaneous charges incurred by the Association as provided for or allowed by the Act or the Governing Documents;
 - (f) any other expenses of the Association arising from the operation of the Association and not otherwise defined or precluded by the Governing Documents or applicable law.
- 1.10. **“Declarant Control Period”** means and refers to the period during which the Declarant owns any property within the Project.
- 1.11. **“Governing Documents”** means and refers to this Declaration, the Plat, the Articles, the Bylaws, and any other written instrument by which the Declarant or the Association may exercise power, or manage, maintain, or otherwise affect the Project.
- 1.12. **“Limited Common Area”** means and refers to those portions of the Common Areas designed on the Plat as Limited Common Area serving one or more but less than all of the Units.
- 1.13. **“Manager”** means and refers to the person, firm, or company, if any, designated from time to time by the Association to manage, in whole or in part, the affairs of the Association and the Project.
- 1.14. **“Occupant”** means and refers to any person or persons, other than an Owner, in possession of, using, occupying, or living in a Unit within the Project, including but not limited to, family members, tenants, guests, and invitees of an Owner or Occupant.

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1.15. “**Owner**” means and refers to the person or persons who are vested with record title to a Unit and whose interest in the Unit is held (in whole or in part) in fee simple, according to the records of the Office of Recorder for Utah County, Utah, but shall not include a trustee under a trust deed or mortgage.

1.16. “**Plat**” means and refers to the record of survey maps of the Townhomes at Holbrook Farms subdivision recorded with the Office of Recorder for Utah County Utah, and includes all recorded amendments and supplements thereto.

1.17. “**Rules**” means and refers to the rules and regulations adopted by the Association.

1.18. “**Unit**” means and refers to a unit created by the Plat on which a single-family dwelling is or will be constructed.

ARTICLE II DESCRIPTION OF PROJECT

2.1. Nature of the Project. The Project is a planned unit development that contains or will contain one-hundred and seventeen (117) Units. The Project is not a cooperative or a condominium.

2.2. Project Name. The Project is named “Townhomes at Holbrook Farms.” Notwithstanding, the name commonly used by the Association or others for the Project may be different than the name identified in this Declaration and on the Plat. The name of the Project may be modified or changed pursuant to a lawful amendment to this Declaration and in accordance with applicable land use management codes.

2.3. Registered Agent. The registered agent of the Association shall be as provided for in entity filings of the Association.

2.4. Expansion of the Project. The Declarant reserves the right to expand the Project.

ARTICLE III
DESCRIPTION OF THE UNITS

3.1. The Unit.

- (a) The distinct Unit number that identifies the Unit on the Plat may or may not be consistent with the mailing address of the Unit.
- (b) Subject to further specification on the Plat, each Unit generally consists of all structures on or within the boundary of the Unit, including, but not limited to, all interior and exterior walls, wall surfaces, floors, ceilings, roofs, foundations, and fixtures, and, in all walls shared with or abutting another Unit, the Unit shall extend to the center of the wall, which shall form the boundary of the Units sharing that wall. Subject to dividing lines between Units, any above-ground structure that extends beyond the vertical plane of the ground-level boundary of the Unit is part of the Unit if it: (i) is part of and an integral part of the Unit structure (such as bay windows, pop-outs, eaves, etc., but not including fences or other appurtenant structures that merely connect to the Unit structure), or (ii) was constructed as part of the original construction of the Unit.
- (c) All pipes, wires, conduits, chutes, flues, ducts, shafts, water or sewer lines, other private or public utility lines, and any other fixtures designated and designed to serve only one Unit, whether located within the designated vertical boundaries of a Unit or not, shall be part of the Unit.
- (d) Variances Between the Plat and As-Built Construction. The original construction shall be the controlling dimension for any Unit. The original construction shall be the first installation of foundations, framing, wallboard, and the like.

3.2. Limited Common Area. The right to the exclusive use of the Limited Common Area shall be appurtenant to the respective Unit or Units where so identified and may not be severed from the ownership of the Unit.

ARTICLE IV
THE ASSOCIATION

4.1. Organization of Association. The Association shall serve as the organizational body for all Owners. The Association shall be organized as a non-profit corporation. In the organization, reorganization, or amendment of any documents related to the legal organization of the Association, the terms in all such documents shall, to the extent possible under applicable law, be consistent with the terms in the Declaration and the Bylaws attached hereto or any lawful amendment thereto. If the legal entity should ever expire or be dissolved for any reason as required or permitted by law, in any reorganization or reinstatement of the entity, the Association shall adopt, to the extent possible and subject to any then-existing legal requirements, documents consistent with the terms of the Declaration and Bylaws.

4.2. Membership. Membership in the Association at all times shall be comprised exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Unit and such membership shall automatically terminate when the Owner ceases to have an ownership interest in a Unit. Upon the transfer of an ownership interest in a Unit, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If title to a Unit is held by more than one person, the membership appurtenant to that Unit shall be shared by all such persons in the same proportional interest and by the same type of tenancy in which title to the Unit is held.

4.3. Board of Directors. The governing body of the Association shall be the Board of Directors selected pursuant to the Bylaws.

4.4. Board Acts for Association. Except as otherwise provided in this Declaration, Bylaws, or the Articles of Incorporation, the Board, in all instances, shall act on behalf of the Association.

4.5. Registration with the State. In compliance with the Act, the Association shall be registered with the Utah Department of Commerce and shall update its registration to keep any required information current as required under the Act.

4.6. Rights and Responsibilities of the Association. The Association shall have the rights and responsibilities set forth in this Article 4 in addition to any others set forth in the Governing Documents or provided by law. This includes, but is not limited to, setting budgets and collecting assessments, enforcing use restrictions, adopting rules, obtaining insurance, giving notice, holding meetings, and any other right or obligation given to the Association or the Board in this Declaration.

4.7. Association Obligation for Area of Common Responsibility. The Association shall be responsible for the maintenance, repair, and replacement requirements for the Common Areas. This shall include the right to modify, remove fixtures from, add fixtures and structures to, place signs upon, and otherwise modify the Common Areas. The Association shall do all such other and further acts that the Board deems necessary or appropriate to preserve and protect the Common Areas and the Project, in accordance with the general purposes specified in this Declaration. Nothing in the foregoing provisions of this Section, however, shall be construed to prevent Declarant or the Association from entering into shared maintenance or cost agreements with another homeowners association or with the City.

4.8. Payment of Common Expenses. The Association shall provide for the payment of the Common Expenses.

4.9. Setting and Collecting Assessments. The Association shall establish, collect, and account for Assessments as necessary to operate the Project consistent with the requirements of the Governing Documents.

4.10. Adopting and Enforcing Rules. The Association is empowered to adopt Rules for the regulation and operation of the Project. If Rules are adopted, they shall be consistently and uniformly enforced. The Rules may address any issues including those addressed in any other Governing Documents. The Rules may supplement, clarify, and add detail to issues or items addressed in the other Governing Documents so long as the Rules do not contradict the same. The Board's determination as to whether a particular activity being conducted or to be conducted violates or will violate the Rules shall be conclusive, subject to a judicial determination if any is timely sought. The standard for adoption of Rules is one of reasonableness. A Rule must be reasonable in light of the circumstances pertaining to the situation or issue addressed by the Rule.

4.11. Hiring Managers and Delegating Responsibilities. The Association may, but is not required to, engage a Manager to assist the Board in the management and operation of the Project and may delegate its powers and obligations in the Governing Documents to the Manager, employees, or other agents as it deems appropriate; provided, however, that only the Board shall have the right to approve Association budgets, and regular and special Assessments, and to provide a hearing requested to dispute a fine. Any powers and duties delegated to any Manager or other person may be revoked by the Board at any time, with or without cause. The Board shall be responsible to negotiate the terms of engagement, including compensation, benefits, and scope of services provided.

4.12. Other Necessary Rights. The Association shall have all other rights and authority reasonably necessary to carry out its obligations and to enforce the Governing Documents.

4.13. Enforcement Rights. In addition to any other remedies allowed or provided in the Governing Documents for any violation of the Governing Documents, the Association may: (a) impose fines; (b) collect rents directly from a non-Owner Occupant under a lease agreement if Owners fail to pay Assessments; (c) suspend voting rights; and (d) take any other action or seek any other remedy allowed by the Act or other applicable Utah law.

4.14. Reserve Fund. The Association shall maintain a reserve fund and shall obtain and update a Reserve Analysis as required by Utah law.

4.15. Annual Meeting. The Association shall arrange for and conduct an annual meeting of the Owners as provided for in the Bylaws and shall arrange for and conduct such other meetings of the Association properly request pursuant to the Governing Documents or the law.

ARTICLE V ASSESSMENTS

5.1. Obligation for Assessments. Each Owner, by accepting a deed to a Unit (regardless of whether it is expressly stated in such deed) shall be deemed to have covenanted and agreed to pay to the Association all Assessments that the Association is required or permitted to levy or impose on such Owner pursuant to this Declaration. This obligation is tied to ownership of Unit and exists regardless of whether or not a dwelling or other habitable or non-habitable structure has been constructed on the Unit.

5.2. Personal Obligation. Each Owner shall be personally liable for all Assessments and other charges levied on such Owner or such Owner's Unit during the period of such Owner's ownership of a Unit. If there is more than one Owner of a Unit, each Owner shall be jointly and severally liable with the other Owners of the Unit for all Assessments and other charges levied on the Unit or any Owner of the Unit. In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor without prejudice to the grantee's rights to recover from the grantor the amount of Assessments paid by the grantee.

5.3. Budget. The Board shall present an annual financial report and proposed budget for the Association at the annual meeting of the members. Owners may disapprove of a proposed budget in the manner provided in the Act.

5.4. Payment. The Association shall levy as an Assessment upon each Unit a proportional share of the Common Expenses of the Association. Owners shall pay all Assessments levied against their Unit at such periodic intervals as may be required by the Association. Notwithstanding the foregoing, the Declarant shall have the right to pay all Common Expenses during the Declarant Control Period; if Declarant elects to do so, the Association shall not be obligated to levy Assessments against the Units.

5.5. Special Assessments. The Association is authorized to set and collect special assessments to pay for Common Expenses, payable as may be determined by the Association (i.e., lump sum or installments). In addition, the Association may levy a special assessment against a particular Unit or Owner for (a) costs incurred in bringing an Owner or Unit into compliance with the provisions of the Association's governing documents; (b) fines, late fees, collection charges, and interest; and (c) attorney's fees, costs, and other expenses relating to any of the above.

5.6. Lien. The Association shall have on a lien each Unit for any Assessment levied against that Unit and for any fines, late fees, penalties, interest, and attorney's fees and costs of collection imposed against the Owner of such Unit. The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. The Declarant appoints Melyssa D. Davidson as trustee, who qualifies under Utah Code Ann. § 57-1-21(1)(a)(i). The Declarant hereby conveys and warrants pursuant to Utah Code Ann. §§ 57-1-20 and 57-8a-302 to Melyssa D. Davidson, with power of sale, the Unit and all improvements to the Unit for the purpose of securing payment of assessments under the terms of the Declaration.

5.7. Collection Action. The Association may bring an action to recover a delinquent Assessment personally against the Owner obligated to pay the same. Any attorney's fees and costs incurred in this effort shall be assessed against the delinquent Owner and the Owner's Unit, and such attorney's fees and court costs will be added to the amount in delinquency.

5.8. No Offsets. All Assessments shall be payable at the time and in the amount specified by the Association, and no offsets shall be permitted for any reason.

ARTICLE VI
GENERAL RIGHTS AND RESPONSIBILITIES OF OWNERS

- 6.1. Responsibilities of Owners. Owners shall have the rights and responsibilities set forth in this Article 6 in addition to any others set forth in the Governing Documents or provided by law.
- 6.2. Maintenance of the Unit. Except to the extent that maintenance, repair, and upkeep of Unit exteriors has been assigned to the Association, each Owner shall be responsible to maintain the Unit in an attractive, neat, clean, usable, safe, and sanitary condition, in accordance with the Governing Documents.
- 6.3. Responsibility for Limited Common Area. In addition to the Unit, and except to the extent that maintenance and upkeep is assumed by Association, each Owner shall be responsible to maintain the Limited Common Area appurtenant to the Unit in neat and clean condition and free of all debris, grease, spills, leaks, trash, litter, and personal property.
- 6.4. Common Walls. Each wall built as part of the original construction of a Unit erected on the boundary or dividing line between Units shall constitute a common wall. The cost of maintenance, repair or replacement of a common wall shall be shared by the Owners who make use of the wall in accordance with their proportional use thereof. If a common wall is damaged, any Owner who has used the wall may restore it, and the other Owner or Owners of the common wall shall contribute to the cost in proportion to their interests, without prejudice, however, to the right of the restoring Owner to call for such larger contribution from the other Owners under Utah law regarding liability for negligence, or willful acts or omissions.
- 6.5. Prior Authorization from Board Required for Maintenance, Repair, and Alterations Affecting Unit Exterior. Notwithstanding anything in this Declaration to the contrary, all maintenance, repairs and replacements affecting the Unit exterior, appearance of the building in which the Unit is located, overall appearance of the Project, the integrity of any building or other structure, any common wall, Common Areas, and/or common element or system, shall require prior written approval of the Board to ensure quality of construction, integrity of the building, common wall, and/or common element or system, and uniformity of appearance. No Owner shall allow his/her Unit, the Unit's Limited Common Area to detract from the uniform appearance and design of the Project, or the health, safety, and use enjoyment of the Association members.

6.6. Responsibility for Damage to Common Area and Facilities. An Owner shall be responsible for any damage to the Common Areas or to another Unit sustained as a result of or arising out of the Owner's modification of the Owner's Unit.

6.7. Rights and Nonexclusive License to Use Common Area and Facilities. Subject to all other terms and conditions of the Governing Documents, each Owner shall have the right and a nonexclusive license for use and enjoyment of the Common Areas. Such rights and nonexclusive license shall be appurtenant to and shall pass with title to the Unit and in no event shall such appurtenant rights be separated therefrom. Authorized Occupants shall have the same access and use rights to the Common Areas as the Owner whose Unit the Occupant is occupying. All such rights shall be subject to any Rules established by the Board.

ARTICLE VII USE RESTRICTIONS

7.1. Rules. The Association shall have authority to promulgate and enforce such reasonable Rules and procedures as may aid the Association in carrying out any of its functions to ensure that the Project is maintained and used in a manner consistent with the interest of the Owners and the Governing Documents. Pursuant to § 57-8a-218(15) of the Act, the requirements of § 57-8a-218, subsections (1) through (12) of the Act, except subsection (1)(b)(ii), are hereby modified and shall not apply to the Association during the Declarant Control Period.

7.2. No Nuisance. No noxious or offensive activity shall be carried on upon the Project, nor shall any activity that might be or become an annoyance or nuisance to the Owners or Occupants be permitted to interfere with their rights of use and quiet enjoyment or increase the rate of any insurance or decrease the value of the Units. Any violation of the Governing Documents may be deemed a nuisance under this Section. Any violation of any applicable law, statute, regulation, or ordinance by any Owner or Occupant may be deemed a nuisance under this Section. It shall be a nuisance under this Declaration for any Owner to permit or create an unreasonable level of sound to emanate from the Owner's Unit. Unless and until the Association changes this standard by adoption of a Rule, it shall be a nuisance to allow noise to emanate from a Unit after 10:00 pm and before 8:00 am.

7.3. Prohibition on Unsightliness. All rubbish, debris, unsightly materials, or similar objects of any kind shall be regularly removed from Units and shall not be allowed to accumulate therein or thereon. Trash and recycling shall be properly and promptly disposed of.

7.4. Residential Use. Each Unit shall be used and occupied as a single-family dwelling. Unless otherwise approved by the Board, in writing, no trade or business may be conducted in or from a Unit unless:

- (a) the existence or the existence or operation of the business activity that is not apparent or detectable by sight, sound, or smell from any other Unit, or the Common Area;
- (b) the business activity conforms to all zoning and legal requirements for the Project and the business activity;
- (c) the business activity does not involve solicitation of other Occupants or Owners of the Project;
- (d) the business activity does not create parking issues or increased vehicle traffic in the Project from clients, customers, vendors, service providers, or other individuals coming into the Project who do not reside in the Project, as determined by the Board, in its sole discretion;
- (e) the business activity is consistent with the residential character of the Project, and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of other Owners and Occupants of the Project;
- (f) the business activity is disclosed to the Board before business is commenced, along with a description of the business activity, a statement of the amount of space required in the Unit for such activity, and a description of any impact on the Project;
- (g) the business activity will not result in the increase of the cost of any of the Association's insurance;
- (h) the Owner of the Unit resides in the Unit in which the business activity is proposed for the entire time any business activity is conducted; and
- (i) the Board's ongoing requests for information related to the business, as necessary to determine compliance with this paragraph, are responded to fully and completely.

7.5. Leasing and Non-Owner Occupancy. Any Unit may be leased or occupied by a non-Owner. Any lease or rental agreement must be in writing and shall provide as a term of the agreement that the Occupant shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or rental agreement does not include these provisions, they shall nonetheless be deemed to be part of the lease or rental agreement and binding on the Owner and the Occupant.

ARTICLE VIII EASEMENTS

8.1. Easements and Access Rights Reserved to the Association. There is reserved to the Association nonexclusive easements with the right of access over, across, and through each Unit and the Common Areas and a right of entry to each Unit to make inspections, to prevent or mitigate damage to the Common Areas, and to maintain, repair, replace or effectuate the restoration of the Common Areas and any other property or improvements for which the Association is responsible for maintaining which are accessible from such Unit. The Association shall have the right to grant permissions, licenses, and easements upon, across, over, under, and through the Common Areas for purposes necessary for the proper operation of the Project.

8.2. Utility Easements. Easements and rights-of-way over, under and through the Project for the construction, installation, operation, maintenance, repair and/or replacement of utility lines, including, but not limited to, power, telephone, cable television, internet, water, gas, and sewer, drainage facilities, telecommunication fixtures and equipment, utility fixtures and equipment, and such other lines, fixtures, or equipment needed or determined by the Board to be helpful in serving the Project, the Units, or the Owners are hereby reserved to the Association, together with the right to grant, alter, and transfer the same; provided, however, such easements and rights-of-way shall not unreasonably interfere with the use and enjoyment of the Common Areas and the Units by the Owners or Occupants. Each Owner, by taking title to a Unit, expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments creating or conveying such easements or rights-of-way. Such Owner and those claiming by, through or under an Owner agree to execute promptly all such documents and instruments and to do such other things as may be necessary or convenient to effect the same at the request of the Association; provided, however, that no easement or right of way can be granted pursuant to this Section if it would permanently and materially interfere with the use, occupancy or enjoyment by any Owner of such Owner's Unit.

8.3. Easements for Encroachments. If any portion of the Common Areas encroaches upon any Unit, or if any Unit encroaches upon any other Unit or the Common Areas as a result of the manner in which it was constructed or due to settling, shifting, alteration, replacement, repair or restoration by the Association, a valid easement for encroachment, and maintenance of such encroachment, shall exist for the life of the improvement or structure.

ARTICLE IX SPECIAL DECLARANT RIGHTS

9.1. Special Declarant Rights. Notwithstanding any other provisions in the Governing Documents to the contrary, the Declarant shall have all the rights and powers provided for in this Article. If any other article in this Declaration contains the words “notwithstanding anything to the contrary,” or words of similar import, the article shall nonetheless be subject to the terms in this Article.

9.2. Right to Appoint the Board of Directors During Declarant Control Period. The Declarant shall have the right to appoint and remove all members of the Board of Directors during the Declarant Control Period. In the appointment of Board Members, the Declarant shall not be bound by any qualifications for Board Members in the Governing Documents. The Declarant may assume (and shall be presumed to have assumed unless Declarant notifies the Master Association otherwise) the powers of the Board of Directors pursuant to the rights granted in the Articles of Incorporation to the Declarant.

9.3. Right to Amend Plat. Subject to necessary approvals from any applicable municipality or government agency, during the Declarant Control Period, the Declarant shall have the right to amend, change, or modify any Plat, subject only to the requirement that the Declarant gets approval from any Owner of a Unit that has any boundary modified by the Plat.

9.4. Right to Unilaterally Amend Declaration, Bylaws, Articles of Incorporation, and Rules.

Until the expiration of the Declarant Control Period, the Declarant shall have the right to amend, revise, and modify this Declaration, including any supplement to the Declaration, the Bylaws, Articles of Incorporation, and the Rules in any way and at any time, including adding, removing, or changing substantive and material provisions, without any additional approvals from anyone including, but not limited to the Owners. Any amendment to this Declaration, supplement to Declaration or the Bylaws shall be effective upon the recordation by the Declarant of an amendment duly signed by an authorized officer of the Declarant, with such signature acknowledged. When recorded, any such amendment shall be binding upon the Project and all persons having an interest therein, including Owners. Without limiting the generality of the foregoing, the Declarant alone may amend or terminate this Declaration prior to the closing of a sale or transfer of any Unit.

9.5. Declarant Construction Easement. There is reserved to the Declarant, for itself, its affiliates and assignees, a temporary construction easement over, under, across, and through the Property and the Project, including, without limitation, the Units, Common Areas for the purpose of doing all things that are reasonably necessary as a part of constructing any Project improvements including all physical improvements as well as the Units, Common Area and Limited Common Area. This construction easement further includes the right to hook-up, tie-in, connect to and utilize the water, power, gas, or other utility lines, valves, pipes, equipment, meters and systems servicing a Unit for the purpose of providing water, power, gas, or other utilities to the Common Areas or other parts of the Project in common use or necessary or convenient for the construction, completion, maintenance, operation, or management of common elements; provided, however, that the Declaration or Association shall pay the actual cost of the utility service utilized pursuant to this Section.

Each Owner, by acceptance of a deed or other instrument of conveyance, acknowledges and agrees that there will be construction activities, traffic, noises, odors and vibrations which may temporarily disrupt the Owner's quiet enjoyment of the Unit until all improvements are complete, and waives any right to object to such construction activity; provided, however, the Declarant shall endeavor to use reasonable efforts to minimize the adverse impact of such construction activities on the Owners. The Declarant's construction activities pursuant to the easement granted hereunder shall not be considered a violation of any use restriction or Rules.

9.6. No Modification of Declarant Rights. Any Declarant Rights in the Governing Documents and, specifically, in this Article, shall not be substantively or procedurally altered without the written consent of the Declarant during the Declarant Control Period. Any document or amendment attempted during the Declarant Control Period without obtaining proper consent shall be void ab initio to the extent it attempts to alter the rights of the Declarant or any provision of Article 9, without the consent of the Declarant. Any consent to waive, change, or alter any provisions of Article 9 by any future Declarant (as a result of any voluntary or involuntary assignment of Declarant rights) shall effect a change to those provisions only as to that Declarant and shall not be applicable to any prior Declarant without that prior Declarant's specific consent.

9.7. Use of Units and Common Areas and Facilities for Sales Activities. During the Declarant Control Period, the Declarant shall have the right to use any Unit owned by it, and any part of the Common Areas in furtherance of any activities designed to accomplish or facilitate construction, improvement, and sale of all Units owned by the Declarant or to be added to the Project, and the construction and improvement of all Common Areas as the Declarant, from time to time, may desire. The Declarant shall also have the right to maintain any number and size of promotional, advertising, or directional signs, banners, or similar structures or devices at any place or places in the Project.

9.8. Declarant Rights Do Not Impose Obligations. The Declarant Rights provided for in this Article shall not be construed to impose any obligation, legal or equitable, related to the issues to which they might apply. Both the Association and each Owner, by purchasing a Unit, waive and disclaim any such duty and affirmatively acknowledge that no such duty exists or should be imposed as a result of the Special Declarant Rights.

9.9. Declarant Exempt from Statutory Obligations. Pursuant to § 57-8a-217(6) of the Act, Declarant is hereby exempt from the provisions of § 57-8a-217 of the Act. Pursuant to § 57-8a-211(10) of the Act and Article 14 herein, § 57-8a-211(2)-(9) of the Act shall not apply or have any effect during the Declarant Control Period and, as allowed specifically by law, the Declarant shall have no duty whatsoever to obtain a Reserve Analysis or to fund any Reserve Fund during the Declarant Control Period.

ARTICLE X
GENERAL PROVISIONS

10.1. Insurance. The Association shall obtain insurance as required in this Declaration and as required by the Act and shall include the cost of such insurance as part of the Common Expense. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers, and stand-alone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

10.2. Amendment. Except as otherwise required by law, this Declaration may be amended by a recorded instrument approved by Owners holding at least fifty-one percent (51%) of the total votes of the Association.

10.3. Conflicting Provisions. Except as otherwise provided herein, in the case of any conflict between Utah law and any of the Governing Documents, the order of priority from the highest to the lowest shall be Utah law, this Declaration, the Plat, the Articles, the Bylaws, and then the Rules.

10.4. Cumulative Remedies. All rights, options, and remedies of the Association and the Owners in the Governing Documents are cumulative, and none shall be exclusive of any other, and the Association and the Owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief that may be provided by law; simultaneously, consecutively, or alternatively.

10.5. Severability. Invalidation of any one or a portion of any provision of the Declaration by judgment or court order shall in no way affect any other provision of the Declaration, all of which shall remain in full force and effect.


10.6. Enforcement. The Association and any Owner shall have the right to enforce, by proceedings at law or in equity, the Declaration, including the right to prevent the violation of Declaration and the right to recover damages and other sums for such violation, including, but not limited to attorneys' fees and costs incurred in conjunction with such enforcement.

10.7. Notice. Any notices required to be given under this Declaration or Utah law may be sent via first-class mail, email, or text message to the mailing address, email address, or phone number provided by each Owner or that an Owner uses to communicate with another Owner or the Association.

10.8. Attorney's Fees. If the Association obtains legal counsel to enforce any of the provisions contained in this Declaration or other governing documents of the Association, the Association may assess all reasonable attorney's fees, fines, and costs associated with such legal counsel to the party against whom enforcement is sought as a special assessment, regardless of whether a lawsuit is filed.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the date set forth above.

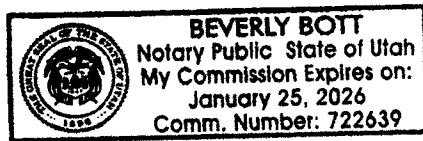
HOLBROOK TOWN INVESTMENT L.C.

By: 
Printed Name: Brian Gochnour
Manager

Its: _____

STATE OF UTAH)
):ss
COUNTY OF SALT LAKE)

On this 21st, day of April, 2022, personally appeared before me, a notary public, Brian Gochnour, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that they are the duly authorized representative of Holbrook Town Investment L.C., a Utah limited liability company, and that said document was signed by them on behalf of said company with all necessary authority, and acknowledged to me that said company executed the same.



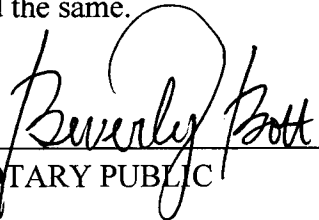

NOTARY PUBLIC

EXHIBIT A**LEGAL DESCRIPTION****HOLBROOK FARMS PLAT D PHASE 2****BOUNDARY DESCRIPTION**

A portion of the SE1/4 of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Lehi City, Utah, more particularly described as follows:

Beginning at a southeasterly corner of HOLBROOK FARMS PLAT D PHASE 1 Subdivision according to the official plat thereof recorded January 28, 2021 as Entry No. 2021:15959 in the office of the Utah County Recorder, located S89°57'58"W 2,518.51 feet along the Section line and N00°02'02"W 36.00 feet from the Southeast Corner of said Section 35 (Basis of Bearing: S0°08'15"E along the Section line between the Southeast Corner of said Section 35 and the East 1/4 Corner of Section 2, T5S, R1W, SLB&M); running thence along said plat the following thirteen (13) courses: (1) Northwesterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: N00°02'02"W) a distance of 23.55 feet through a central angle of 89°56'42" Chord: N45°03'41"W 21.20 feet; thence (2) N00°05'20"W 42.03 feet; thence (3) along the arc of a curve to the left with a radius of 532.00 feet a distance of 103.53 feet through a central angle of 11°08'59" Chord: N05°39'49"W 103.36 feet; thence (4) N11°14'18"W 207.85 feet; thence (5) along the arc of a curve to the right with a radius of 468.00 feet a distance of 93.20 feet through a central angle of 11°24'35" Chord: N05°32'01"W 93.04 feet; thence (6) N00°10'17"E 15.20 feet; thence (7) Northerly along the arc of a non-tangent curve to the right having a radius of 491.00 feet (radius bears: S89°50'21"E) a distance of 35.94 feet through a central angle of 04°11'37" Chord: N02°15'28"E 35.93 feet; thence (8) N04°21'56"E 38.60 feet; thence (9) Northerly along the arc of a non-tangent curve to the left having a radius of 520.00 feet (radius bears: N85°40'11"W) a distance of 37.26 feet through a central angle of 04°06'18" Chord: N02°16'40"E 37.25 feet; thence (10) N00°10'17"E 12.12 feet; thence (11) N89°53'50"E 114.07 feet; thence (12) Southeasterly along the arc of a non-tangent curve to the left having a radius of 61.00 feet (radius bears: N50°28'04"E) a distance of 53.84 feet through a central angle of 50°34'14" Chord: S64°49'03"E 52.11 feet; thence (13) N89°53'50"E 514.55 feet to the westerly boundary line determined by that Warranty Deed recorded June 30, 2017 as Entry No.63302:2017; thence along said westerly boundary line S18°27'02"E 605.29 feet; thence N82°52'10"W 3.77 feet; thence Westerly along the arc of a non-tangent curve to the left having a radius of 509.05 feet (radius bears: S07°33'19"W) a distance of 63.65 feet through a central angle of 07°09'52" Chord:

N86°27'07"W 63.61 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 24.00 feet (radius bears: N51°17'03"E) a distance of 16.18 feet through a central angle of 38°37'27" Chord: N19°24'14"W 15.87 feet; thence N89°56'04"W 28.00 feet; thence Southerly along the arc of a non-tangent curve to the right having a radius of 24.00 feet (radius bears: S89°54'30"W) a distance of 16.24 feet through a central angle of 38°45'31" Chord: S19°17'15"W 15.93 feet; thence S89°57'22"W 296.79 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'32" Chord: N45°02'18"W 21.21 feet; thence S89°57'02"W 56.00 feet; thence Southwesterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: S89°57'58"W) a distance of 23.44 feet through a central angle of 89°32'17" Chord: S44°44'07"W 21.13 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 2,069.00 feet a distance of 38.48 feet through a central angle of 01°03'56" Chord: S88°58'17"W 38.48 feet; thence S88°26'19"W 96.73 feet; thence along the arc of a curve to the right with a radius of 1,931.00 feet a distance of 51.48 feet through a central angle of 01°31'39" Chord: S89°12'09"W 51.48 feet; thence S89°57'58"W 123.44 feet to the point of beginning.

Contains: 9.86 acres+/-

EXHIBIT B
BYLAWS
OF THE
TOWNHOMES AT HOLBROOK FARMS HOMEOWNERS ASSOCIATION

Consistent with § 57-8a-216 of the Act, the Declarant has established and adopted these bylaws as the Bylaws of the Townhomes at Holbrook Farms Homeowners Association (the “Association”). These Bylaws and any valid amendments thereto shall be effective upon recording with the Office of Recorder for Utah County, Utah and shall be binding on the Declarant, the Association, and all present and future Owners and Occupants of the Project.

ARTICLE I
DEFINITIONS

1.1. Definitions. Unless otherwise defined herein, capitalized terms in these Bylaws are defined in the Declaration of Covenants, Conditions, and Restrictions for Townhomes at Holbrook Farms (“the Declaration”) shall have the same defined meanings when used in these Bylaws.

1.2. Notice. Notice as required in these Bylaws shall be accomplished as provided for in the Declaration.

ARTICLE II
ASSOCIATION MEMBERS

2.1. Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year. The date, time, and location of the annual meeting shall be determined by the Board in its discretion. The annual meeting shall be held for the purpose of electing members to the Board (after the termination of the Declarant Control Period), review of the annual budget promulgated by the Board, and transaction such other business as may properly come before the meeting. Notwithstanding the foregoing, an annual meeting of the members shall not be required during the Declarant Control Period.

2.2. Special Meetings. Special meetings of the Owners may be called by the Board, the President, or upon the written request of Owners holding not less than twenty-five percent (25%) of the total votes of the Association.

- 2.3. Place of Meetings, Use of Teleconferencing and Video Conferencing. The Board may designate the office of the Manager or any place within the City as the place of meeting for any annual or special meeting. Alternatively, meetings may be held telephonically or via video conferencing (e.g., Skype, Zoom, FaceTime), provided meeting participants are able to hear and communicate with each other in real time.
- 2.4. Notice of Meetings. The Board shall cause written notice of the time and place, and, in the case of a special meeting, the purpose, for all meetings of the Owners (whether annual or special) to be delivered, not more than thirty (30) nor less than ten (10) days prior to the meeting.
- 2.5. Quorum. Those Owners and the holders of proxies entitled to cast votes present at an annual or special meeting shall constitute a quorum for the transaction of business.
- 2.6. Voting. With respect to each matter submitted to a vote of the Owners, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, one (1) vote for each Unit of such Owner, provided such Owner is current on all Assessments. The exercise of an Owner's voting right may be restricted by the Board if the Owner is delinquent on their Assessment obligation. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting shall be necessary for the adoption of any matter voted on by the Owners, unless a greater proportion is required by these Bylaws, the Declaration, the Act, or the Utah Revised Nonprofit Corporations Act, Utah Code §§ 16-6a-101 *et seq.* (the "Nonprofit Act"). When a Unit is jointly owned, any joint Owner may exercise the vote for such Unit on behalf of all joint Owners of the Unit. In the event of two conflicting votes by joint Owners of one Unit, no vote shall be counted for that Unit. The Association may utilize email and electronic voting and ballots to the fullest extent permitted by law.
- 2.7. Ballots and Written Consent. The Association may utilize written consents and/or ballots consistent with the requirements of the Nonprofit Act. The Association may utilize electronic signatures, electronic consent, electronic ballots, and email to the fullest extent permitted by law.
- 2.8. Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and method of ascertaining the Owners present shall be deemed waived if no objection thereto is made at the meeting.

**ARTICLE III
BOARD OF DIRECTORS**

- 3.1. Number, Tenure, Qualifications, and Election. The Board shall be composed of three (3) individuals. Except during the Declarant Control Period, Board Members must be Owners, at least eighteen (18) years of age or older, and current on Assessments. Except during the Declarant Control Period, Board Members shall serve staggered terms of three (3) years. The initial Board elected by Owners after the Declarant Control Period may determine between themselves who shall serve a one-year term and a two-year term so as to create staggered terms for Board Members going forward.
- 3.2. Board Meetings. The Board shall hold regular meetings at its discretion. Consistent with § 57-8a-226 of the Act, Owners may attend meetings and may be present for all discussion, deliberation, and decisions except when the Board is in executive session.
- 3.3. Special Meetings. Special meetings of the Board may be called by or at the request of any two Board Members or the President. Notice of any special meeting shall be given at least 48 hours prior thereto to each Board Member. Except as provided by law, no notice of special meetings is required to be provided to Owners, although any Owner may attend a special meeting if the Owner appears at the physical location of the meeting in person.
- 3.4. Quorum and Manner of Acting. A majority of the Board Members shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided to the Board Members shall be the act of the Board. The Board Members shall act only as a Board, and individual Members shall have no powers as such.
- 3.5. Place and Notice of Meetings. The Board may designate the office of the Manager or any place within the City as the place of meeting for any regular or special meeting. Alternatively, meetings may be held telephonically or via video conferencing (e.g., Skype, Zoom, FaceTime), provided meeting participants are able to hear and communicate with each other in real time.
- 3.6. Action Without a Meeting. Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting pursuant to § 16-6a-813 of the Nonprofit Act.
- 3.7. Removal. A Board Member may be removed with or without cause by a majority vote of the Owners at a special meeting called for that purpose.

3.8. Vacancies. If vacancies shall occur in the Board by any reason other than removal by the Owners, the Board Members then in office shall continue to act, and such vacancies shall be filled by a vote of the Board Members then in office, even though less than a quorum may be available. Any vacancy in the Board occurring by reason of removal of a Board Member by the Owners may be filled by election by the Owners at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his/her/their predecessor.

3.9. Compensation. No Board Member shall receive compensation for any services that he/she may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in the performance of his/her duties as a to the extent such expenses are unanimously approved by the Board.

ARTICLE IV OFFICERS

4.1. Officers. The officers of the Association shall be a president or chairperson (the “President”), the secretary (the “Secretary”) and the treasurer (the “Treasurer”).

4.2. Election, Tenure, and Qualifications. The officers of the Association shall be chosen by the Board annually at a meeting of the Board. Each such officer shall hold such office until a successor has been elected or until such officer’s death, resignation, disqualification, or removal, whichever first occurs. A Board Member may hold more than one office, except the President shall not also serve as the Secretary. All officers must be Board Members during the entire term of their respective offices.

4.3. Subordinate Officers. The Board may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. Subordinate officers need not be members of the Association.

4.4. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Board Member or to the Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by the Board at any time, with or without cause.

4.5. Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular or special meeting. During the time that any office is vacant, and no other officer is available to perform the duties of that office as required below, the Board shall ensure that the duties and responsibilities of the office are performed.

4.6. The President. The President shall be the chief executive officer of the Association and shall exercise general supervision over its property and affairs. The President shall sign on behalf of the Association all contracts, conveyances, and other instruments and shall do and perform all acts and things which the Board of Directors may require or may delegate to the President.

4.7. The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, the law, or any resolution of the Board may require such person to keep. The Secretary shall perform such other duties as required by the Board.

4.8. The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board. The Treasurer shall perform such other duties as required by the Board.

4.9. Compensation. No officer shall receive compensation for any services rendered to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

ARTICLE V INDEMNIFICATION

5.1. Indemnification. Each Board Member and Officer now or hereafter serving as such, shall be indemnified by the Association against any and all claims and liabilities to which they have or may become subject by reason of serving or having served as such Board Member or Officer, or by reason of any action alleged to have been taken, omitted, or neglected by him or her as such Board Member or Officer; and the Association shall reimburse each such person for all legal expenses reasonably incurred by them in connection with any such claim or liability, provided, however, that no Board Member or Officer shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of any criminal action, willful misconduct or gross negligence.

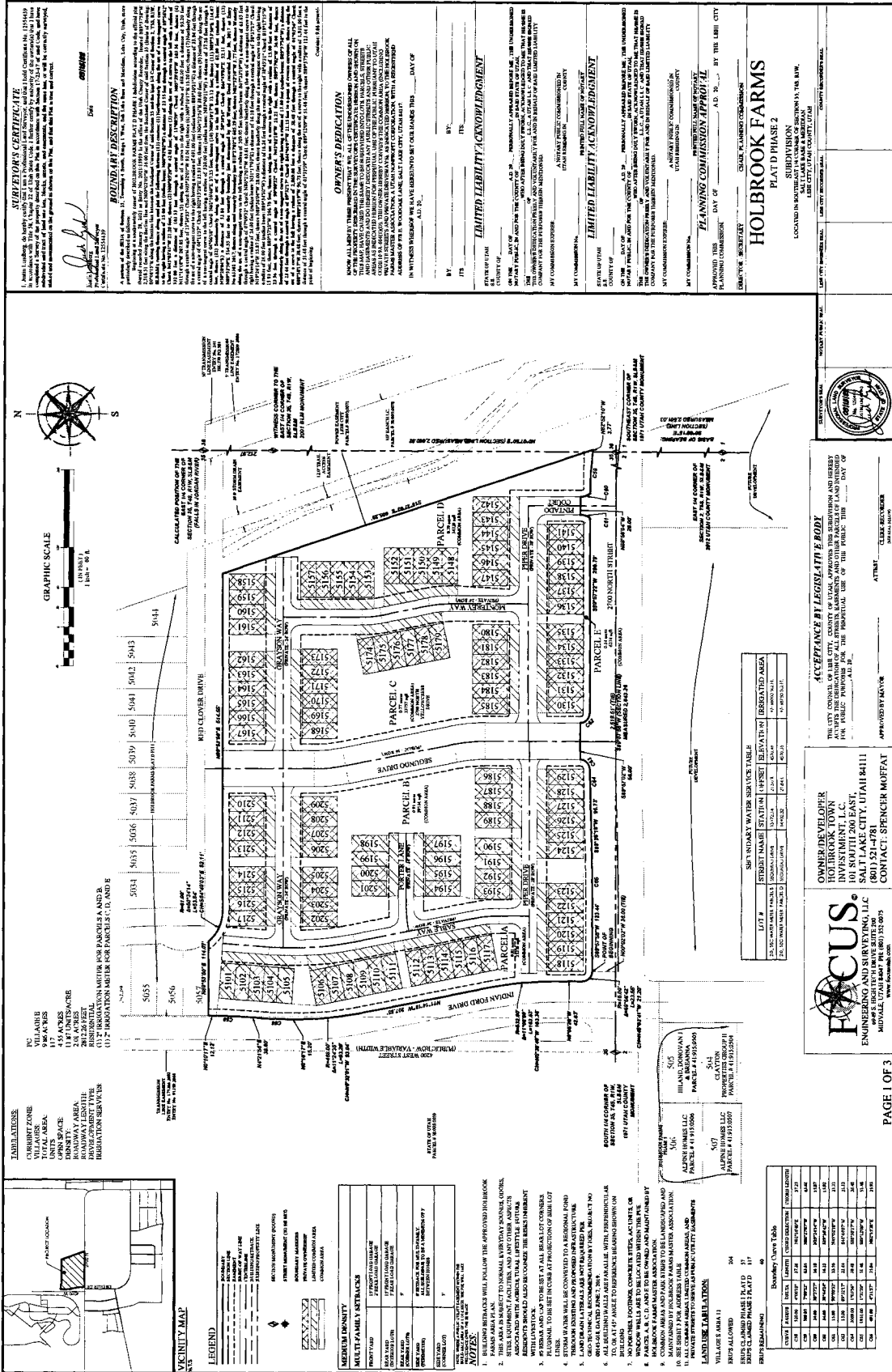
5.2. Determination of Indemnifiable Amount. The amount paid for indemnification shall not exceed the indemnified Board Member or Officer's actual, reasonable, and necessary expenses incurred in connection with the matter involved, and such additional amount as may be fixed by a committee of not less than three (3) nor more than five (5) persons selected by the Board of Directors who may or may not be Members and any determination so made shall be binding on the indemnified Officer or Board Member.

5.3. State Law. The right of indemnification hereinabove provided for shall not be exclusive of any rights to which any Officer or Board Member of the Association may otherwise be entitled by then Utah law.

ARTICLE VI AMENDMENTS AND CONFLICTS

6.1. Amendments. Except as otherwise provided by law, by the Declaration or by these Bylaws, these Bylaws may be amended with the affirmative vote of a majority of the Board. No amendment shall be effective unless and until a written instrument setting forth (a) the amendment; (b) the number of votes cast in favor of such action; and (c) shall have been executed and verified by the current President and Secretary and recorded in the official records of the Association and with the Office of Recorder for Utah County, Utah.

6.2. Conflicts with Declaration. In the event of any conflict between the provisions of these Bylaws and the Declaration, the provisions of the Declaration shall control.



SUPERVISOR'S CERTIFICATE

I hereby certify that the above described plat is correct and that the same complies with the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code, and the provisions of the Utah Planning Commission Act, Chapter 67B, Utah Code. I further certify that the plat is correct and that the same complies with the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code, and the provisions of the Utah Planning Commission Act, Chapter 67B, Utah Code.

 SUPERVISOR

OWNER'S DEDICATION

I, the undersigned, do hereby dedicate to the public the above described streets, easements, and other interests, and I hereby agree to hold harmless the public from all claims, damages, and expenses, including reasonable attorneys' fees, that may be incurred by the public in connection with the use of the same. This dedication is made in full satisfaction of all obligations of the owner to the public under the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code, and the provisions of the Utah Planning Commission Act, Chapter 67B, Utah Code.

 OWNER

LIMITED LIABILITY ACKNOWLEDGMENT

I, the undersigned, do hereby acknowledge that the above described plat is a preliminary plat and that the same is subject to the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code, and the provisions of the Utah Planning Commission Act, Chapter 67B, Utah Code. I further agree to hold harmless the public from all claims, damages, and expenses, including reasonable attorneys' fees, that may be incurred by the public in connection with the use of the same.

 PREPARED BY

LIMITED LIABILITY ACKNOWLEDGMENT

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 PREPARED BY

LIMITED LIABILITY ACKNOWLEDGMENT

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 PREPARED BY

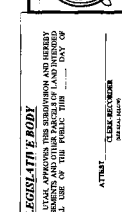
PLANNING COMMISSION APPROVAL

APPROVED BY THE PLANNING COMMISSION ON _____ DAY OF _____ A.D. 20____ BY THE LEAD CITY ENGINEER

HOLBROOK FARMS

PLAT D PHASE 2

LOCATED IN SOUTHWEST QUARTER SECTION 34, T10N, R34W, S44E, UTAH COUNTY, UTAH



ACCEPTANCE BY LEGISLATIVE BODY

I hereby certify that the above described plat is correct and that the same complies with the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code, and the provisions of the Utah Planning Commission Act, Chapter 67B, Utah Code. I further certify that the plat is correct and that the same complies with the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code, and the provisions of the Utah Planning Commission Act, Chapter 67B, Utah Code.

 CLERK

OWNER/DEVELOPER

HOLBROOK TOWN INVESTMENT, L.L.C.

ENGINEER

SPENCER MUFFAT, P.E.

12345 MAIN STREET, SUITE 200

SALT LAKE CITY, UTAH 84111

(801) 521-4781

CONTACT: SPENCER MUFFAT

FOCUS

ENGINEERING AND SURVEYING, L.L.C.

12345 MAIN STREET, SUITE 200

SALT LAKE CITY, UTAH 84111

(801) 521-4781

LEGEND

RESIDENTIAL ZONE

STREET

EASEMENT

CONCRETE DRIVEWAY

ASPHALT DRIVEWAY

GRAVEL DRIVEWAY

PAVED DRIVEWAY

UNPAVED DRIVEWAY

CONCRETE DRIVEWAY

ASPHALT DRIVEWAY

GRAVEL DRIVEWAY

PAVED DRIVEWAY

UNPAVED DRIVEWAY

NOTES

1. BUILDING FOOTPRINTS SHALL FOLLOW THE APPROVED FIREBLOCK PLAN.
2. ALL UTILITIES SHALL BE DEEPENED TO 48" BELOW FINISHED GRADE.
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