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**DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS  
CRYSTAL SPRINGS SUBDIVISION, PLAT A  
City of Springville, Utah County, Utah**

This DECLARATION (the "Declaration") is made this 9<sup>th</sup> day of November, 2005, by Crystal Springs, LLC (the "Declarant"), in its capacity as the owner and developer of Crystal Springs Subdivision, Plat A in the City of Springville, Utah.

**ARTICLE I**

**PURPOSE AND EFFECTUATION**

1.01 Purposes. The purpose of this Instrument is to provide for the maintenance and preservation of the values of the residences to be constructed upon and within Lot 2-96, Crystal Springs Subdivision, Plat A in the City of Springville, Utah (the "Development").

1.02 Effectiveness. From and after the effective date hereof (a) Lots 2-96 and each of the units or improvements constructed thereon shall constitute the Development; (b) the Declaration for the Development shall consist of this document as the same may be modified, amended, supplemented, or expanded in accordance with the provisions hereof; and (c) the Plat of the Development shall consist of the instrument which is identified as Crystal Springs Subdivision, Plat A, City of Springville, Utah and filed for record in the office of the Utah County Recorder, Utah County, Utah.

**ARTICLE II**

**DEFINITIONS**

2.01 Declarant shall mean Crystal Springs, LLC and its successors and assigns, if any, as developer of the Development.

2.02 Declaration shall mean this "Declaration of Easements, Covenants, Conditions and Restrictions, Crystal Springs Subdivision, Plat" as the same may be supplemented or amended from time to time.

2.03 Development shall mean Lots 2-96 of the Crystal Springs Subdivision, Plat A in the City of Springville, Utah as it exists at any given time.

2.04 Lot shall mean and refer to any separately numbered and individual building lot as designated on the Plat intended for single family use.

2.05 Owner shall mean any person who is the owner of record (as reflected by the records in the office of the Utah County Recorder of Utah County, Utah) of a fee or undivided fee interest in any Lot, and any contract purchaser or any Lot. Notwithstanding any applicable theory relating to mortgages, no mortgagee nor any trustee or beneficiary of a deed of trust or trust deed shall be an owner unless such party acquires fee title pursuant to foreclosure or conveyance in lieu thereof. Declarant shall be an Owner with respect to each Lot owned by it. Multiple owners of a particular Lot shall be jointly and severally liable as to all responsibilities of an Owner.

2.06 Plat shall mean and refer to the subdivision plat covering the Property entitled "Crystal Springs Subdivision, Plat A, City of Springville, Utah" prepared and certified to by Matt Judd – Judco Engineering and Surveying (a duly registered Land Surveyor – State of Utah) executed and acknowledged by Declarant, accepted by the City of Springville, and filed for record in the Office of the County Recorder of Utah County, Utah.

2.07 Property shall mean all land covered by this Declaration.

### ARTICLE III

#### PROPERTY DESCRIPTION

3.01 Submission. The Property which initially is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the following described real property located in the City of Springville, Utah County, State of Utah, and more particularly described as set forth in "Exhibit A" attached hereto and by reference incorporated herein.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to and accompanying the above-described parcel of real property, whether or not the same are reflected on the Plat.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through and under the said property and any improvements (other than buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct and complete residences and other improvements described in this Declaration or in the Plat, and to do all things reasonably necessary or proper in connection therewith; (ii) to improve portions of the said property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant may reasonably determine to be appropriate; and (iii) to conduct such marketing, sales, management, promotional, or other activities designed to facilitate or accomplish the sale of the Lots and/or improvements thereupon.

If, pursuant to the foregoing reservations, the said property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effect shall, unless sooner terminated in accordance with their terms, expire ten (10) years after the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described real property or any portion thereof, including, without limitation, any mortgage (and nothing in this paragraph shall be deemed to modify or amend such mortgage); all visible easements and rights-of-way; all easements and rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the said real property at such time as construction of all Development improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cable, wires, utility lines, and similar facilities; AND TO EACH OF THE COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DECLARATION.

#### **ARTICLE IV**

##### **DUTIES AND OBLIGATIONS OF OWNERS**

4.01 **Maintenance and Repairs.** Each Owner shall at his own cost and expense maintain his Lot and any improvements constructed thereon in good repair at all times and in conformity with the architectural control provisions set forth in Article VI. In addition each Owner shall be responsible for snow removal from the driveway and sidewalk appurtenant to such Lot and to maintain any driveways and fences. In the event of the damage or destruction of any residential improvement on a Lot, the Owner of the Lot on which such improvement is situated shall either rebuild the same within a reasonable time or shall raze the remainder thereof so as to prevent the unsightly appearance and dangerous condition of a partially destroyed unit in the Development. The painting or repainting, remodeling, rebuilding or modification of any residence exterior or parts thereof must be submitted to and approved by the Architectural Control Committee pursuant to its procedures.

4.02 **Insurance.** Each Owner shall obtain and maintain in force such homeowner hazard and liability coverage as is customary in projects such as the Development and which is consistent with each Owner's individual circumstances and mortgage requirements.

4.03 **Transfer of Interests.** Except for obligations already accrued, an Owner who, for other than purposes of security or collateral, transfers all of his interests in his Unit to

another, either voluntarily or by operations of law, shall be relieved of all obligations under this Declaration following such transfer.

## ARTICLE V

### USE RESTRICTIONS

5.01 Residential Use. The Property is restricted to single family residential use pursuant to applicable provisions of the City of Springville Ordinances and each Lot and Owner are subject to the uses and restrictions imposed thereby and no unit or residence constructed thereon shall be used, occupied, or altered in violation of such ordinances or so as to create a nuisance or to interfere with the rights of any other Owner.

5.02 Prohibited Uses and Nuisances. The following uses and practices are specifically prohibited:

(a) No improvement to or upon any Lot or any part thereof shall be used or occupied except as a single family residence.

(b) No improvement to or upon any Lot or any part thereof shall be used or occupied by any persons not coming within the definition of "Family" as such term is defined and intended in the City of Springville Ordinances as of the date hereof.

(c) No lease of any unit or residence shall be for less than the whole thereof.

(d) No animals, livestock or poultry of any kind shall be permitted on any Lot or within any residential improvement thereon except such domesticated household pets or birds as are allowed pursuant to City of Springville Ordinances. Dogs, cats, and other domesticated household pets may be kept but not in excessive numbers. Pets which are given outdoor access must be contained within the Owner's back yard. Pets and their back yard containment areas must be maintained in a clean and humane state. No animals, large or small, domesticated or otherwise shall be kept, maintained, housed or bred for commercial purposes of any kind.

(e) Parking of recreational vehicles of any kind shall not be permitted on any streets or in the front yard setback of homes within the Development. All recreational vehicles must be stored within a fenced backyard, an enclosed, attached garage or at a commercial, off-site storage facility.

(f) No outside television, satellite or radio aerial or antenna, or other similar device for reception or transmission shall be permitted on any unit or residence or the exterior of any residential improvement thereon except pursuant to the written approval of the Architectural Control Committee.

(g) No residential improvement constructed on any Lot within the Development shall contain any coal or wood-burning fireplace, stove, or other similar

device unless the same is EPA approved or unless such fireplace, stove or other device is fueled by natural gas only.

(h) No inoperative automobile shall be placed or remain on any Lot or adjacent street for more than 2 weeks before being removed. No commercial vehicles, dump trucks, heavy machinery, construction equipment, junk, junk vehicles, commercial materials, dilapidated appliances or furniture or similar objects shall be stored on any lot or parked on any adjacent street.

(i) No trash, ashes, nor any other refuse or debris may be dumped, disposed of, or stored on any lot. All Owners must subscribe to a garbage disposal service.

(j) No signs, billboards, or advertising structures may be erected or displayed on any lots, except for a single sign not more than 2'x 3' in size advertising a specific Lot or dwelling for sale or rent, or a political sign not more than 2'x 3'. Provided, however, that the Declarant reserves the right to display any and all signs that Declarant deems necessary for marketing the Property until such time that all the Lots in the Subdivision are developed and sold.

(k) No structure of a temporary character, or trailer, camper motor or mobile home, tent, shack, garage, barn, or other outbuilding shall be used on the front setback portion of any Lot at any time as residence, either temporarily or permanently.

5.03 Commercial Activities. No part of any Lot shall be used for any commercial, manufacturing, mercantile, vending, distribution transfer hub, or other non-residential purposes, except that professional and administrative occupations may be carried on within a dwelling provided that such activity does not require frequent comings and goings of employees or contracted service providers, clients, delivery vehicles, etc. which would disturb the peace or safety of the subdivision for other residents.

## ARTICLE VI

### ARCHITECTURAL CONTROL

6.01 Architectural Control Committee. The Declarant shall appoint a three-member Architectural Control Committee (the "Committee"), the function of which shall be to ensure that all improvements and landscaping within the Development harmonize with existing surroundings and structures. If such a Committee is not appointed, the Declarant, itself, shall have the powers of and perform the duties required of the Committee.

6.02 Submission of Committee. No residential improvement, accessory of, or addition thereto, including outbuildings, shall be constructed or maintained, and no alteration, repairing or refurbishing of the exterior of any such improvements, accessories and/or additions shall be performed, unless complete plans and specifications therefore have first been submitted and approved by the Committee.

6.03 Dwelling Size.

(a) Rambler – Rambler-style dwellings (single-story) must have a minimum of 1,500 square feet of living area above grade, exclusive of garages, porches and steps, patios, decks, walkways and basements.

(b) Two-Story – Two-story dwellings must have a minimum of 2,200 square feet of living area above grade, exclusive of garages, porches and steps, patios, decks, walkways and basements.

6.04 Materials. Any residence, dwelling unit or other improvement shall be constructed of brick, stone, rock, stucco, or a combination thereof. At least 50% of the front elevation must consist of brick, wood beams, cultured stone or natural stone.

6.05 Samples. In order to ensure that quality, color, appearance and usage of the materials is conducive to protecting the investment of all Owners, the Committee may, in its sole discretion, require material samples for all exterior improvements.

6.06 Architectural Style. Homes of outstanding design are required. Designs shall be limited to those prepared by licensed contractors, engineers or architectural firms. No bi-level, modular, prefabricated or pre-built homes, round homes, dome homes, log homes, earth homes, mobile homes, steel homes or aluminum homes shall be built or erected. Solar homes or envelope homes may not be built. Homes shall not exceed two stories above grade, except that bonus-type attic rooms or lofts may be allowed within otherwise existing roof space so long as they do not have undue prominence or give the appearance of a third full story.

6.07 Roof Pitch. The minimum roof pitch for all roof surfaces on main portions of the dwelling shall be 6 to 12, and the maximum pitch shall be 12 to 12. Steeper or gentler pitches may be allowed in limited amounts where architecturally mandated (such as on top of a turret, or over a covered porch) if the appearance is judge proportionate and appropriate by the Committee.

6.08 Roof-Mounted Structures. All roof-mounted structures, devices, flues, vents, intakes or exhaust ports shall be situated on the back side of the house so as not to be visible above the roof line from street viewpoints.

6.09 External Mechanical Equipment. Evaporative cooling devices (“swamp coolers”) will not be allowed. Central heating/cooling-related devices (condensers, compressors, fresh-air induction ports, etc.) shall not be located in front of houses, and side-yard installations must be reasonably screened from street view.

6.10 Garages. All dwellings shall have as an integral part of the structure a minimum of a two-car garage and not more than a four-car garage. Nothing set forth herein shall exclude the possibility of additional garage space in an outbuilding, subject to the

provisions of § 6.12 below. The use of outbuildings for additional garages, storage of recreational vehicles and maintenance equipment rather than storing such items outside is encouraged. Carports are not allowed.

6.11 Location and Orientation. No dwelling shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setbacks required by Springville City Ordinances. Dwellings shall be oriented to face toward the street on which the Lot fronts. Corner lots may choose the street upon which their dwelling may front.

6.12 Outbuildings. Detached accessory buildings such as additional garages, storage for recreational vehicles, or storage for yard maintenance equipment shall be allowed, and are encouraged if said buildings (a) meet all applicable zoning requirements with respect to size or location, or any other requirement, including the avoidance of recorded easements; (b) conform in design and materials with the primary residential dwelling on the Lot; and (c) are not located adjacent to the front setback of the Lot or closer than 10' to either the dwelling or another outbuilding.

6.13 Landscaping—Completion Requirements. The front and side yards of each lot shall be landscaped with at least a grass lawn and sprinkling system within a period of 6 months following completion or occupancy of the dwelling, whichever occurs first. The time limits set forth herein may be extended to overcome limitations or delays caused by weather or season that prohibit property installation of materials or which would compromise the survivability of plant materials.

6.14 Landscaping—Maintenance and Weed Control. All Owners shall endeavor to maintain landscaped portions of their lots in a reasonable state of upkeep and orderliness so as not to detract from the appearance of the Development. Also, portions of any lot not yet landscaped shall be maintained so as to avoid unsightly infestation of weeds.

6.15 Fencing. All fences, walls and hedges are not to exceed 6' in height. Fences or walls may not be built forward of the front setback line. Fences are to be constructed out of cedar, block, precast concrete or brick. Rail fences shall be constructed of vinyl. All fence or wall materials and designs must be approved by the Committee. In all cases, Owners agree to abide by pertinent local zoning ordinances, both in letter and intent, especially as they relate to clear-sigh driving safety conditions on corner lots or driveways potentially obscured by curves in the roadway.

6.16 Driveways and Walkways. All driveways and walkways forward of the front setback line shall be constructed of concrete, brick, flagstones, or similar high-quality materials, and not of asphalt. Appropriate adaptation of this provision to situations involving driveways or sidewalks which access the side yard of a corner lot will be determined by the Committee.

6.17 Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after submission;

provided, however, that plans and specifications for any replacement structure to be constructed in substantially the same configuration, location and architectural style and to be of substantially the same size as its predecessor shall be approved or disapproved within ten (10) days of submission. In the event the Committee fails to take any action within such specified periods, it shall be deemed to have approved the material submitted except in those respects that such material is not in conformity with the provisions of this Declaration, as to which respects it shall be deemed disapproved.

(a) Approval submissions to the Committee shall include as a minimum the following information: (i) plot plan to scale of the entire Lot with buildings and improvements located and elevation of floors shown above or below a designated reference point on the street; (ii) specifications of all materials to be used on the exterior of the building or structure; (iii) elevation drawings of all sides of the house and any detached buildings, clearly showing the usage of exterior construction materials; and (iv) a copy of this Declaration signed by the contractor and/or Owner, or a signed written statement, showing that he has read them and will abide by them.

(b) One set of working plans for new construction projects shall be kept by the Committee until the proper completion of the construction project, at which time the said plans will be returned to the Owner.

6.18 Liability for Damages. Neither the Committee nor any member thereof shall be held liable for damages by reason of any action, inaction, approval, or disapproval taken or given without malice by such member or the Committee with respect to any request made pursuant to this Article.

6.19 Repair of Improvements Damaged by Construction. Lot Owners shall be responsible for the repair or replacement of any sidewalk, curb, gutter, road surface, utility stub-ins or other improvements that are damaged during construction of the Owner's house or other structures due to heavy machinery, cement trucks, tractors, etc. or by any other means.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

7.01 Limitations of Oral Statements. No oral statements by any person, developer, marketing agent, banker, Lot Owner, or any other person associated with the Development, marketing, or sale of Lots in this Subdivision shall be binding upon the Declarant or any person or entity. This Declaration and any written declarations of the Committee regarding approvals or variances constitute the sole and final embodiment of any warranties, promises, or commitments, whether explicitly or implied.

7.02 Zoning and Governmental Compliance. Each Owner hereby covenants and agrees to comply with all applicable zoning or governmental rules and ordinances regarding all activities within the Subdivision. When a subject is addressed by both this



Declaration and a governmental ordinance, rule or regulation, the more restrictive provision shall control.

7.03 Severability. In the event that any provision or portion of this Declaration is declared, adjudged or decreed to be invalid or unenforceable by a court of competent jurisdiction, such declaration, judgment decree or order shall in no way affect the validity of the remaining provisions or portions of this Declaration, which shall remain in full force and effect.

7.04 Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

7.05 Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include the other genders. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

7.06 Covenants to Run With the Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who heretofore acquired or hereafter acquire any interest in a Lot, their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and any rules, regulations, agreements, instruments and determinations contemplated by this Declaration. By acquiring any interest in a Lot, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

7.07 Enforcement of Restrictions. The Declarant or any Owner shall have the right to exercise or seek any remedy at law or in equity to interpret, to enforce compliance with or to obtain redress for violation of this Declaration as provided herein. The prevailing party in an action for the interpretation of, the enforcement of or to obtain redress for violation of any provision of this Declaration shall be entitled to collect court costs and reasonable attorney's fees from the party found to be in violation.

7.08 Duration. This Declaration shall remain in effect for twenty-five (25) years with an automatic extension of ten (10) years from the Effective Date hereof. Any termination of this Declaration shall be recorded in Utah County, Utah, and shall require the written consent of all Lot Owners and their mortgagees.

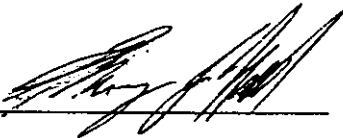
7.09 Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat shall take effect upon its being filed for record in the office of the County Recorder of Utah County, Utah.

7.10 Waiver. No failure by the Declarant or any Owner to insist upon strict compliance with any covenant, restriction or condition of this Declaration or to exercise any rights or remedy for a breach of this Declaration shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, condition or restriction.

EXECUTED by Declarant as of the day and year first above written.

DECLARANT:

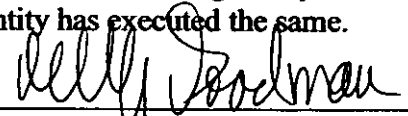
Crystal Springs, LLC

By: 

Title: MEMBER

STATE OF UTAH                    )  
  :SS  
COUNTY OF UTAH                )

On this 9 day of November, 2005, personally appeared before me Gary J Maxwell, who, being by me duly sworn, did say that he is the member of Crystal Springs, LLC, that this instrument was signed by him in behalf of said entity pursuant to authority, and that said entity has executed the same.

  
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Notary Public for Utah

