

WHEN RECORDED RETURN TO:
John R. Barlow
Mitchell Barlow & Mansfield P.C.
Nine Exchange Place, Suite 600
Salt Lake City, Utah 84111

ENT 172083:2021 PG 1 of 25
Andrea Allen
Utah County Recorder
2021 Oct 06 03:45 PM FEE 40.00 BY SW
RECORDED FOR Access Title Company
ELECTRONICALLY RECORDED

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
GREENWOOD CREEK DEVELOPMENT

This Declaration of Covenants, Conditions and Restrictions for Greenwood Creek Development is made this 10 day of October, 2021 by Greenwood Creek, LLC, a Utah limited liability company ("Declarant").

RECITALS

- A. Declarant is the Owner of that certain real property located in American Fork, Utah and described on Exhibit A attached hereto (the "Development").
- B. Declarant desires to provide for the preservation and enhancement of property value and material features of the Development as planned and described by requiring that all owners of any lot within the Development shall take and hold said property subject to these restrictions and covenants.
- C. Therefore, Declarant hereby, for the benefit of the present and future owners of lots within the Development, hereby subjects the Development to this Declaration.

ARTICLE 1
SUBMISSION; DEFINED TERMS

Section 1.1 Submission of Development.

(a) Declarant submits the Development to this Declaration and to the Utah Community Association Act, Utah Code Ann §§ 57-8a-101, et. seq. (the "Community Association Act").

(b) Declarant further declares that this Declaration is made for the purpose of protecting the value and desirability of the Development, that this Declaration shall constitute a covenant running with the Development and shall be binding on all parties having any right, title or interest in the Development or any part of the Development, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner.

Section 1.2 Defined Terms. Each capitalized term in this Declaration or in the Plat or Map shall have the meaning specified or as used in Community Association Act, unless otherwise defined in this Declaration:

- (a) "Administrative Control" means the period of time commencing on

the date of recordation of this Declaration and expiring on the earlier of (i) 60 days after conveyance of 75% of the Lots in the Development to Owners other than Declarant; or (ii) seven (7) years after Declarant has ceased to offer Lots for sale in the ordinary course of business.

(b) “Architectural Committee” means: (i) during the period of Administrative Control, the Person or Persons designated by the Declarant and, (ii) after the period of Administrative Control, consistent with Article 5 below, the Person or Persons appointed by more than 60% of the Owners, in each case to perform the duties and obligations described herein and as further directed by the Declarant or Owners; the Committee may be an architectural review firm appointed by either the Declarant or Owners to perform the duties and obligations of the Committee.

(c) “City” means the City of American Fork.

(d) “Development” means the Lots subject to this Declaration.

(e) “Development Rights” means those rights set forth in this Declaration and those rights set forth in the Community Association Act.

(f) “First Lien Holder” means a holder of a first-position lien on any Lot, and any party claiming through such holder.

(g) “Governing Documents” means this Declaration, the Plat, and the Map, as all of the foregoing may be amended from time to time.

(h) “Map” means the site plan for Greenwood Creek, which Map is attached hereto as **Exhibit B**, and incorporated and made a part of this Declaration by reference.

(i) “Owner” or “Home Owner” or “Lot Owner” means the Declarant or any other Person that owns a Lot.

(j) “Person” means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, or trust.

(k) “Plat” means any recorded Plat for all or any part of the Development, as approved by the City, and any supplements and amendments, depicting and locating the Lots and easements on the Lots.

(l) “Lot” or “Home” means a physical portion of the Development, designated for separate ownership, shown as a lot on the recorded Plat for the Development, and, in the proper context, also including the Home or residence constructed on the Lot, which is typically referred to in this Declaration as a “Home,” the boundaries of which are defined in the Plat and in this Declaration.

ARTICLE 2
LOTS AND MAINTENANCE; EASEMENTS

Section 2.1 Number of Lots. The Development is anticipated to consist of 41 Lots.

Section 2.2 Identification of Lots; Lot Descriptions. The identification of each Lot is shown on the Plat and/or Map. Reference to the Declaration, Plat and/or and Plat and/or Map in any instrument shall be deemed to include any supplement(s) or amendment(s) to the Declaration, the Plat and Map, without specific references.

Section 2.3 General Maintenance by Owners. Owners are responsible for all maintenance and upkeep of their Lots and all improvements located thereon.

Section 2.4 Maintenance Standards.

(a) Each Lot, and all improvements located thereon, at all times, shall be kept by the Owner in a well maintained, good repair condition, and in a clean, sightly and wholesome condition.

(b) In the period from the purchase date of a Lot until the commencement of construction, the Owner shall maintain the undeveloped Lot in a clean, sightly, and wholesome manner. Such obligation includes, but is not limited to, regularly trimming weeds so that they do not exceed a height of 12 inches. Notwithstanding anything to the contrary herein, either the Declarant or another Owner shall have the right to enforce the obligations of this Section.

(c) Each Owner shall perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Homes.

ARTICLE 3
RESTRICTIONS ON USE

All Property within the Development shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Declarant or Owners, as applicable, if such strict application would be unreasonable or unduly harsh under the circumstances. The following use restrictions are also subject to the Development Rights reserved by Declarant.

Section 3.1 Use, Occupancy and Use Protection. Lots within the Development shall be used only for purposes allowed by the local zoning codes and only for residential purposes.

Section 3.2 Restrictions on Improvements, Including Fences. See the article of this Declaration on Architectural Review for restrictions on improvements to Lots, including restrictions on fencing.

Section 3.3 Restriction on Further Sub-Dividing. No Lot may be further subdivided or separated into smaller Lots or Lots by any Owner, and no portion consisting of less than all of any such Lot, nor any easement or other interest in this Declaration, shall be conveyed or transferred by an Owner. This covenant shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments.

Section 3.4 Leasing of Homes. Owners may rent (a) their entire home, (b) the entire basement of Owner's home and/or (c) the entire main floor and second floor of Owner's home, so long as (i) such rentals are made pursuant to leases whose term are no less than one year, and (ii) comply with all other requirements of American Fork City or other applicable law.

Section 3.5 Vehicular Parking, Storage, Recreational Vehicles ("RVs") and Repairs.

(a) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted within the Development; except within any enclosed garage that allows for vehicle storage, or in the case of a boat or RV, temporary repairs (not to exceed 72 hours).

(b) RVs, boats, camper trailers and similar vehicles may not be parked in a driveway in front of or on the side of a residence or any street for periods of time in excess of 72 hours; provided, however, that utility and camper trailers and RVs of less than 25 feet in length are allowed to be parked on a Lot on the side of or behind a residence so long as they are parked in a fenced area behind a gate.

Section 3.6 Prohibitions on Increased Costs, Damage, Nuisance and Noise.

(a) Violation of Government Regulations. Nothing shall be done or kept in a Home, or any part of a Lot, that would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body.

(b) Nuisance. An Owner or occupant shall not conduct activities within a Home or use a Home in a manner that interferes with or causes disruption to the use and quiet enjoyment of another Home by its respective Owner.

(c) Noxious and Other Activities.

(i) Noxious, destructive, offensive or unsanitary activity shall not be carried out in a Home or within the Development.

(ii) No Owner or occupant may use or allow the use of a Home or any portion of the Development at any time, in any way, which may endanger the health or property of other occupants, unreasonably annoy, disturb or cause discomfort to other Owners or occupants, or constitute a nuisance.

(iii) The intention of this provision is to grant aggrieved Owners and occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Homes and of the Development. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

A. any fighting, screaming, shouting, excessively loud talking, whistling, or playing of music or television, raucous behavior or insobriety either outside of a Home at any time or within a Home if such conduct can be heard in the normal course of activities in any other Home(s);

B. the use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations either outside of a Home at any time or within a Home if such sounds can be heard or vibrations felt in the normal course of activities in any other Home(s);

C. any threatening or intimidating conduct towards any resident, guest or pet of or at a Home or in the Development;

D. any conduct which creates any danger or risk of injury to others or damage to property of a Home or within the Development or which creates any threat to health or safety of any other resident or pet;

E. any excessively loud play activities either outside of a Home at any time or within a Home if such conduct can be heard in the normal course of activities in any other Home(s);

F. any conduct which creates any noxious or offensive odor either outside of a Home at any time or within a Home if such odors can be detected in the normal course of activities in any other Home(s);

G. any incessant or excessive pet noises, including dog barking, if such conduct can be heard in the normal course of activities in any other Home(s) with the windows and doors of the Home closed;

H. any construction or similar activities in a Home that can be heard in other Homes between the hours of 9:00 p.m. and 7:00 a.m.; or

I. any similar action or activity outside of a Home or within the Development, or which occurs inside a Home but which interferes with the peaceful use and enjoyment of other Homes by any other Owner, members of his or her family, guests, invitees, or occupants of his or her Home.

(d) Noise. No Owner or occupant may use or allow the use of the Home or Lot in any manner which creates noise between the hours of 11:00 p.m. and 7:30 a.m. which can be heard by persons in another Home that will unreasonably interfere with the rights, comfort or convenience of any other Owner, members of his or her family, guests, invitees, or occupants of his or her Home.

Section 3.7 Pets.

(a) Owners or Occupants may keep not more than three (3) household pets weighing more than five pounds on any portion of their Lot or Home.

(b) No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose.

(c) Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outside a Home, unless within an appropriately fenced backyard.

(d) Fences (other than the backyard fence type specified and expressly allowed by the City) and dog runs are subject to Architectural Committee review and approval, as set forth in this Declaration.

(e) Feces left by pets upon a Lot, sidewalk, street, parking strip or any other area of the Development must be removed promptly by the owner of the pet or the person responsible for the pet.

Section 3.8 Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Home and shall not be allowed to accumulate in the Home. No garbage or trash shall be placed outside the Home, temporarily or otherwise, except in trashcans. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and either placed in the trash cans or proper receptacles or removed from the Development.

Section 3.9 No Unsightliness. All unsightly conditions, structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure.

Section 3.10 Restriction on Signs and Advertising Devices. No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Development except such sign or signs as may be allowed by state or federal law.

Section 3.11 No Restrictions on Mortgaging of a Lot. There are no restrictions on the right of the Owners to mortgage or otherwise encumber their Lot.

Section 3.12 Storage Restrictions. Balconies, decks and patio areas of Homes may not be used as storage areas and no clotheslines or drying areas shall be installed, allowed, kept, maintained or permitted on the balcony, patio or deck areas in the Development.

Section 3.13 Antennas and Satellite Dishes.

(a) Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any Lot, except in the location designated by the Declarant.

(b) The following shall apply to all Lot Owners:

(i) No transmission antenna, of any kind, may be erected anywhere in the Development, including the Lots, other than in the location designated by the Declarant, without written approval of the Architectural Committee.

(ii) No direct broadcast satellite (“DBS”) antenna or multi-channel multi-point distribution service (“MMDS”) antenna larger than three feet in diameter shall be placed, allowed or maintained upon a Lot.

(iii) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission rules, as may be amended from time to time. Such items shall be installed in the location designated by the Declarant or another location, if less conspicuous, that permits reception of an acceptable signal.

(iv) If a Lot is transferred which includes a satellite dish or antenna, the grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

Section 3.14 Individual Owner Rights of Enforcement. Nothing in this Declaration shall be construed to affect or limit the rights of an aggrieved Owner or occupant to proceed individually against a violator of this Declaration for relief from interference with his or her property or personal rights. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or occupant against the Declarant for failure to enforce the provisions of this Section.

Section 3.15 Declarant's Use. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible for Declarant, its assigns, employees and agents, to perform such reasonable activities, and to maintain upon portions of the Development such facilities as are reasonably necessary or incidental to the construction and sale of Homes in the development of the Development, specifically including, without limiting the generality of the foregoing, the maintenance of temporary business offices, construction trailers, storage areas, trash bins, construction yards and equipment, signs, model units, temporary sales offices, parking areas and lighting facilities.

ARTICLE 4 DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 4.1 Development Rights. Declarant reserves the following Development Rights during the period of Declarant's Administrative Control:

(a) Except for Lots not then owned by Declarant (for which the consent of that Owner would be required), to relocate boundaries between adjoining Lots, enlarge Lots, reduce or diminish the size of Lots, as the same may be indicated on the Map or on plats filed of record or filed with the Declaration.

(b) The right to amend the use restrictions included in this Declaration, together with the right to add new use restrictions.

(c) The right to make amendments to this Declaration or the other Governing Documents.

(d) The right to exercise any development rights reserved or allowed in Community Association Act.

(e) The right to exercise any additional reserved right created by any other provision of this Declaration.

Section 4.2 Additional Reserved Rights. In addition to the rights set forth above, Declarant also reserves the following additional rights:

(a) Signs. The right to maintain signs and advertising at the Development and to advertise the Development or other communities developed or managed by or affiliated with Declarant.

(b) Dedications. The right to establish, from time to time, by dedication or otherwise, public streets, utility and other easements for purposes including, but not limited to, public access, access paths, walkways, plazas, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and utility service, and to create other reservations, exceptions and exclusions.

(c) Construction Easement. Declarant and its assignees expressly reserve the right to perform construction, and to store materials in the Development, and the right to control such construction, work and repairs and the right of access, until completion. All work may be performed without the consent or approval of any Home Owner or holder of a security interest. Declarant and its assignees have such an easement as may be reasonably necessary for such construction and for exercising any other reserved rights in this Declaration. Such easement includes, but is not limited to, the right to excavate and to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Development.

(d) Access Easement. Declarant and its successors and assigns shall have an access easement to and from any real property accessible through the Development.

Section 4.3 Rights Transferable/Rights Transferred. Any rights created or reserved hereunder for the benefit of Declarant may be transferred to any Person by an instrument describing the rights transferred recorded in the real property records of Utah County. The rights transferred may then be exercised without the consent of any Owners or any holders of a security interest in a Home.

Section 4.4 No Further Authorizations Needed. The consent of Owners or holders of security interests shall not be required for exercise of any reserved rights, and Declarant or its assignees may proceed without limitation at its or their sole option. Declarant or its assignees may exercise any reserved rights on all or any portion of the property in whatever order determined. Declarant or its assignees shall not be obligated to exercise any reserved rights or to expand the Development beyond the number of Homes initially submitted.

Section 4.5 Interpretation. Recording of amendments to the Declaration and the Map or Plat pursuant to reserved rights in this Declaration shall automatically effectuate the terms and provisions of that amendment. Further, such amendment shall automatically (a) vest in each existing Owner the reallocated interests appurtenant to their Home, and (b) vest in each existing security interest a perfected security interest in the reallocated interests appurtenant to the encumbered Home. Further, upon the recording of an amendment to the Declaration, the definitions used in this Declaration shall automatically be extended to

encompass and to refer to the Development as expanded and to any additional improvements, and the same shall be added to and become a part of the Development for all purposes. Reference to the Declaration and Map in any instrument shall be deemed to include all amendments to the Declaration and the Map without specific reference.

Section 4.6 Termination of Reserved Rights. The rights reserved to Declarant, for itself, its successors and assigns, shall expire as set forth above or in Community Association Act, unless (i) extended as allowed by law, or (ii) terminated by written instrument executed by Declarant, recorded in the records of the Clerk and Recorder of Utah County, State of Utah.

ARTICLE 5 ARCHITECTURAL REVIEW

Section 5.1 Design Guidelines. The Architectural Committee shall adopt and publish design guidelines that shall set forth standards of design and construction applicable to all Lots (the "Design Guidelines"), which shall be consistently applied. The Architectural Committee may amend the Design Guidelines pursuant to the requirements of the Community Association Act.

Section 5.2 Required Approval. No structures, including a Home, accessory buildings, tennis courts, swimming pools, antennas (except as otherwise permitted under this Declaration), flag poles (except as otherwise permitted by the Community Association Act), fences, dog runs, walls, exterior lighting, landscaping, or any other improvements shall be constructed, erected, relocated, removed or installed on a Lot, nor shall any alteration or change to the exterior of the improvements, the exterior of a Home, to a Lot or to any structure or any attachment to the exterior of a residence (including paint, awnings, patios, decks, or shutters) be commenced unless complete plans and specifications, including a color palette that shows all proposed exterior colors, shall have been first submitted to and approved in writing by the Architectural Committee. The Architectural Committee may require that applications of Owners and their plans and specifications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed improvement (horizontally and vertically), as well as such other materials and information as may be required by the Architectural Committee. Upon submission of the plans and specifications to the Architectural Committee, the Owner shall pay the Initial Architectural Review Fee or follow-up Architectural Fees as set forth in the Architectural Guidelines, as such fees may be amended from time to time.

Section 5.3 Fencing. All fence plans shall be submitted to the Architectural Committee for approval of style, material, height, color and placement. Each Owner shall be required to complete the construction of fencing between such Owner's lot and adjacent Owners' lots within one (1) year following the completion of construction of the home.

All fences in the Development must be constructed of black wrought iron or rhino-rock, except for fences on the western boundary of each of Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19, and Lot 20, which shall be constructed of black wrought iron. If the Owner of such Lots installs a gate that opens onto the wetlands area owned by the City, such gate shall be black wrought iron and may be up to four (4) feet in width.

In each case, black wrought iron fences shall be in the style set forth on Exhibit A to the

Design Guidelines. In the areas where rhino-rock fences are allowed, such fences shall be in the style set forth on Exhibit B to the Design Guidelines.

Section 5.4 Acknowledgment of Owners. Owners acknowledge, accept and agree to the following:

(a) Owners will not commence construction or installation of an improvement until they have submitted improvement plans and specifications and received written approval from the Architectural Committee;

(b) Owners shall comply with any request by the Committee for additional information relating to an improvement prior to the Committee's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of Committee approval, if previously granted;

(c) Architectural Committee approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;

(d) Owners shall notify the Architectural Committee of completion of the improvement's installation or construction within ten days of such completion;

(e) Upon completion of an improvement, Owners authorize the Architectural Committee or its representative(s) to enter onto the Lot for exterior inspection;

(f) Failure of an Owner to notify the Architectural Committee of completion of an approved improvement, or refusal to allow inspection, shall result in the withdrawal of the Architectural Committee's approval;

(g) If the improvement as built does not conform to the improvement as approved by the Architectural Committee, the Architectural Committee's approval will be deemed withdrawn, and upon written request of the Architectural Committee, Owners shall, at their own expense and cost, promptly bring the improvement into compliance with the submitted and approved plans and specifications;

(h) In the event of withdrawal of Architectural Committee approval for any reason(s) cited in this Section, and upon written request from the Architectural Committee, the Owner, at his or her expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to commencement of the improvement's installation or construction, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.

Section 5.5 Architectural Criteria. The Architectural Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to improvements on a Lot or landscaping of a Lot shall comply with the requirements set forth in this Declaration. The approval or consent of the Architectural Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, harmony with the other Homes, aesthetics

consistent with and complimentary to the Development and such other criteria as may be set forth in adopted guidelines, and conformity with the specifications and purposes generally set forth in this Declaration.

Section 5.6 Establishment of the Architectural Committee. The Architectural Committee shall consist of the number of members appointed by the Declarant or, in Declarant's sole discretion, may be an architectural or building firm appointed by the Declarant.

Section 5.7 Reply and Communication. The Architectural Committee shall reply to all submittal of plans made in accordance with this Declaration and guidelines (if any) of the Architectural Committee, in writing within 20 days after receipt. In the event the Architectural Committee fails to take any action on submitted plans and specifications within 20 days after the Architectural Committee has received the plans and specifications, approval shall be deemed to be granted.

Section 5.8 Condition of Approval. In the discretion the Architectural Committee, an Owner may be required to enter into a written agreement establishing the approval of an application in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest. As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest affirms and shall assume, unless otherwise agreed in writing, all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration.

Section 5.9 Commencement and Completion of Construction. All improvements approved by the Architectural Committee must be commenced within six (6) months from the date of approval, unless otherwise stated in a written notice issued by the Architectural Committee. If not commenced within such time, then such approval shall be deemed revoked by the Architectural Committee, unless the Architectural Committee gives a written extension for commencing the work. Additionally, except with written Architectural Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the Architectural Committee shall be completed within one year of commencement.

Section 5.10 Variances. The Architectural Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in architectural guidelines.

Section 5.11 Waivers. The approval or consent of the Architectural Committee, or appointed representative of the Architectural Committee, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Architectural Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 5.12 Liability. None of the Architectural Committee, the members of the Architectural Committee, or the Declarant shall be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any

matter within its jurisdiction under these covenants. None of the Architectural Committee, the members of the Architectural Committee, or the Declarant shall bear any responsibility for ensuring structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements.

Section 5.13 Records. The Committee shall maintain written records of all applications submitted to it and of all actions taken by it with respect to this article of the Declaration. Such records shall be open and available for inspection by any interested party during reasonable hours of the business day.

Section 5.14 Enforcement. Enforcement of these covenants, restrictions, charges and other provisions, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision.

ARTICLE 6
SPECIAL RIGHTS OF FIRST LIEN HOLDERS

Section 6.1 Rights of First Lien Holders to Notice of Certain Actions. First Lien Holder shall be entitled to timely written notice of:

(a) Any condemnation loss which affects a material portion of the Development or any Home subject to a first mortgage held, insured or guaranteed by such First Lien Holder;

(b) Any proposed action which would require the consent of a specified percentage of First Lien Holders as provided in this Article.

Section 6.2 Right to Pay Taxes and Insurance Premiums. Any First Lien Holder shall be entitled to pay any taxes or other charges which are in default and which may or have become a lien against a Home.

ARTICLE 7
GENERAL PROVISIONS

Section 7.1 Compliance with and Enforcement of Governing Documents.

(a) Every Owner of a Lot and occupant of a Home shall comply with the applicable provisions of the Governing Documents and the Design Guidelines.

(b) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs reasonably incurred in such action.

Section 7.2 Severability. Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application of this Declaration to any Person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

Section 7.3 Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 7.4 Amendment of Declaration, Map or Plat by Declarant. Declarant may amend this Declaration at any time during the period of Administrative Control without obtaining the approval of any Owners or First Lien Holders.

Section 7.5 Certain Post-Administrative Control Procedures; Amendment of Declaration by Owners. Following the period of Administrative Control, the Owners may from time to time by the vote of more than 60% of the Owners elect a Person or Persons to serve as chairperson and to notify other Owners of any decision to be made by the vote of the Owners, to adopt reasonable procedures for voting and counting votes of the Owners

hereunder. Further, following the period of Administrative Control, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of at least 51% of the total number of votes of the Owners.

Section 8.6 Termination. This Declaration may be terminated in the manner as provided for and allowed for in Community Association Act.

Section 8.7 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article of this Declaration.

Section 8.8 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Homes and of promoting and effectuating the fundamental concepts as set forth in the recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Utah.

Section 8.9 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

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IN WITNESS WHEREOF, the undersigned has executed and delivered this Declaration effective as of the date first written above.

GREENWOOD CREEK, LLC
a Utah limited liability company

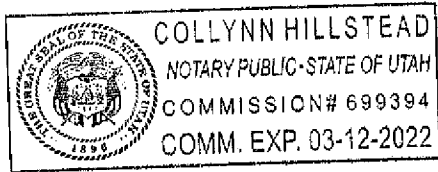
By: [Signature]
Name: DAVID BROTHERSON
Title: Manager

STATE OF UTAH)

COUNTY OF UTAH)

The foregoing Declaration was acknowledged before me on this 10th day of October 2021, by David Brotherson as authorized agent for Greenwood Creek, LLC, a Utah limited liability company.

Witness my hand and official seal.



[Signature]
Notary Public
My Commission Expires: 3/12/2022

EXHIBIT A

Description of Development

The following property located in American Fork, Utah County, State of Utah:

[INSERT]

EXHIBIT B

The Map

(attached)

EXHIBIT C

GREENWOOD CREEK DEVELOPMENT

DESIGN GUIDELINES

(Effective _____, 2021)

All terms used but not defined herein shall have the meanings ascribed to such terms in the Declaration of Covenants, Conditions and Restrictions for the Greenwood Creek Development (the "Subdivision") recorded with the Utah County Recorder as Entry _____ : _____ (the "Declaration").

1.01 Temporary Structures/Dwellings

No trailer, tent, basement, shack or other out-building shall be placed upon or used at any time within the Subdivision as a temporary or permanent residence.

1.02 Compliance with Zoning Ordinance of American Fork City

All buildings shall be positioned and used upon lots in accordance with the applicable provisions of American Fork City Zoning Ordinances.

1.03 Dwelling Quality and Size

(a) Single-Family Dwellings Only; Conformance to Natural Contours. All of the lots shown on the Subdivision plats shall be used only for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling. All dwellings shall be designed to adhere to the natural contours of the lot upon which they are placed such that no house shall have more than a six (6) foot rise from the sidewalk level to the main floor of the house.

(b) Height; Garage Requirements. No dwelling shall exceed 35 feet in height in addition to the basement (if any) and attic area, and must include a private garage, on grade, for not less than three (3) cars and not more than six (6) cars, with a minimum of five hundred seventy-five (575) square feet. Carports or other open storage will not be allowed. Notwithstanding the preceding, if any lot cannot, in the discretion of the Architectural Committee, accommodate a three (3)-car garage due to the width of such lot, the Architectural Committee shall permit the owner of such lot a variance to construct a two (2)-car garage. Detached garages or accessory buildings will be allowed only if the architecture and exterior materials used are compatible with the adjoining home and if approved by the Architectural Committee. Detached garages or accessory buildings will be allowed only if the architecture and exterior materials used are compatible with the adjoining home and if approved by the Architectural Committee. No more than a three (3)-car garage can face the road at the front of the house. No more than a three (3)-car garage can be used in a row unless there is an architectural break approved by the Architectural Committee. For purposes of these Guidelines, "three (3)-car garage" means a garage in which there are three (3) separate points of entry and exit from the garage. For the avoidance of doubt, each of the following configurations constitutes a "three (3)-car garage": (i) three (3) separate one-car garage doors or (ii) one (1) two-car garage door and one (1) one-car garage door.

(c) Single-Story Dwelling Requirements.

1. For a single story dwelling on a lot that is less than twelve thousand (12,000) square feet, the main floor finished living area above grade will not be less than two thousand (2,000) square feet exclusive of open porches and garages.

2. For a single story dwelling on a lot that is equal to or greater than twelve thousand (12,000) square feet but less than fifteen thousand (15,000) square feet, the main floor finished living area above grade will not be less than two thousand two hundred (2,200) square feet exclusive of open porches and garages.

3. For a single story dwelling on a lot that is equal to or greater than fifteen thousand (15,000) square feet, the main floor finished living area above grade will not be less than two thousand five hundred (2,500) square feet exclusive of open porches and garages.

(d) Two-Story Dwelling Requirements.

1. For a two (2)-story dwelling on a lot that is less than twelve thousand (12,000) square feet, the finished living area above grade will not total less than two thousand four hundred (2,400) square feet with not less than one thousand five hundred (1,500) square feet on the main level unless the Architectural Committee approves less living area to accommodate a small or irregular-shaped lot.

2. For a two (2)-story dwelling on a lot that is equal to or greater than twelve thousand (12,000) square feet but less than fifteen thousand (15,000) square feet, the finished living area above grade will not total less than two thousand seven hundred (2,700) square feet with not less than one thousand five hundred (1,500) square feet on the main level unless the Architectural Committee approves less living area to accommodate a small or irregular-shaped lot.

3. For a two (2)-story dwelling on a lot that is equal to or greater than fifteen thousand (15,000) square feet, the finished living area above grade will not total less than three thousand (3,000) square feet with not less than one thousand five hundred (1,500) square feet on the main level unless the Architectural Committee approves less living area to accommodate a small or irregular-shaped lot.

4. Roofing Requirements. All the roofing material must be architectural grade shingles, wood shake shingles, tiles, or equivalent, all with at least a lifetime limited warranty for manufacturing defects. No steel roofs are permitted, but steel roof accents are permitted. No rooftop, window, or wall-mount evaporative coolers will be allowed. The color of all roof material is subject to Architectural Committee approval. All roofs shall have a roof pitch of at least 5 to 1. The Architectural Committee shall have discretion to approve a roof pitch of less than 5 to 1 provided that the design of the dwelling is consistent with and maintains the integrity of the neighborhood.

5. Exterior Materials, Exterior Color Requirements, Alternative Designs and Materials. The exterior material of each structure must consist of brick, stone, rock, or stucco or a combination thereof, as follows:

- (a) At least 40% of the front of each home shall brick, cultured stone or natural stone.
- (b) At least 25% of the side of each home that faces a street shall brick, cultured stone or natural stone.
- (c) The side of a home not facing a street shall be (i) 100% hardy board, (ii) employ three (3) foot wainscoting, or (iii) at least 15% brick, cultured stone or natural stone.
- (d) The rear of a home may be 100% stucco.

Notwithstanding the foregoing, the Architectural Committee shall have the discretion to approve modern farmhouse and other similar modern style structures that do not feature brick, cultured stone or native stone. The Architectural Committee shall have discretion to approve such alternative

home designs utilizing different construction materials provided that such designs maintain the integrity of the neighborhood and so long as, once approved, all Owners may utilize similar designs.

Wood beams may be used and must be pre-finished, painted or stained and kept maintained. No aluminum or vinyl siding may be used on the exterior except on the soffit and fascia. The Architectural Committee may require the use of certain materials or combination of materials based upon the design or plan submitted.

New exterior construction products may be used only upon approval by the Architectural Committee. In all cases, home exteriors shall conform to the general theme of the neighborhood design as determined by the Architectural Committee. Earth tone exteriors are preferred; nevertheless and notwithstanding, all external colors shall be submitted to the Architectural Committee on a color palette, which the Architectural Committee shall have the right to approve or reject, in its sole discretion.

1.04 Landscaping

All yards must be landscaped on the front, side and back. All front and side yards shall be landscaped within six (6) months following completion of construction and all back yards shall be landscaped within twelve (12) months following the completion of construction. In the event that strict enforcement of this provision would cause undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon approval of the Architectural Committee not to exceed twelve (12) months of completion of the home. Landscaping shall be deemed to include grass, shrubbery, trees, and an underground sprinkler system capable of properly watering the same. All Owners shall keep and maintain their yards in a neat and clean appearance. The Owner is responsible to sod or seed and care for the strip between curb and sidewalk in front of home. In addition thereto, and in order to create a consistent appearance in the Development, the Owner of each Lot shall plant and maintain in the parking strip of their Lot the following species of tree: Flowering Plum. Owners of non-corner lots shall plant and maintain two (2) Flowering Plum trees in their front parking strip between the curb and sidewalk. Owners of corner lots shall plant and maintain (i) two (2) Flowering Plum trees in their front parking strip between the curb and sidewalk and (ii) two (2) Flowering Plum trees in their side yard parking strip between the curb and sidewalk. Such trees shall be planted at least 25 feet apart. Any deviation from this planting pattern must be approved in advance by the Architectural Committee.

The following trees, because of their undesirable characteristics, are prohibited in the said Subdivision:

<u>Species Name</u>	<u>Popular or Common Name</u>
Ailanthus Altissima	Tree of Heaven
Pelecanus Occidental	American Plane Tree
Populus Acuminata	Lace Leaf Poplar
Populus Alba	Silver Poplar
Populus Alba Balaen;	Balaena Poplar
Populus Angustifolia	Narrow-leaf Poplar
Populus Deltoides	Carolina Poplar
Populus Fremontia	Fremont's Poplar
Populus Nigra italica	Lombard Poplar
Robinia Pseudoacaia	Black Locust

Ulmus Pumila

Siberian/Chinese Elm

1.05 Fences; Special Wrought Iron Fencing Rule for Lots 4 through 20.

All fence plans shall be submitted to the Architectural Committee for approval of style, material, height, color and placement. Each Owner shall be required to complete the construction of fencing between such Owner's lot and adjacent Owners' lots within one (1) year following the completion of construction of the home.

All fences in the Development must be constructed of black wrought iron or rhino-rock, except for fences on the western boundary of each of Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19, and Lot 20, which shall be constructed of black wrought iron. If the Owner of such Lots installs a gate that opens onto the wetlands area owned by the City, such gate shall be black wrought iron and may be up to four (4) feet in width.

In each case, black wrought iron fences shall be in the style set forth on **Exhibit A**, attached hereto. In the areas where rhino-rock fences are allowed, such fences shall be in the style set forth on **Exhibit B**, attached hereto.

Chain link may be used for dog runs, etc. which may not be visible from any street. Additionally, the design of any fences used to secure private swimming pools and private tennis courts shall be submitted to the Architectural Committee for approval prior to such fence being constructed.

1.06 Driveways

Driveways and the apron between the sidewalk and the street must be of concrete or approved pavers. Asphalt or gravel driveways are not permitted.

1.07 Initial Architectural Review Fee; Follow-Up Fees.

The Declarant hereby designates the following to serve as the Architectural Committee:

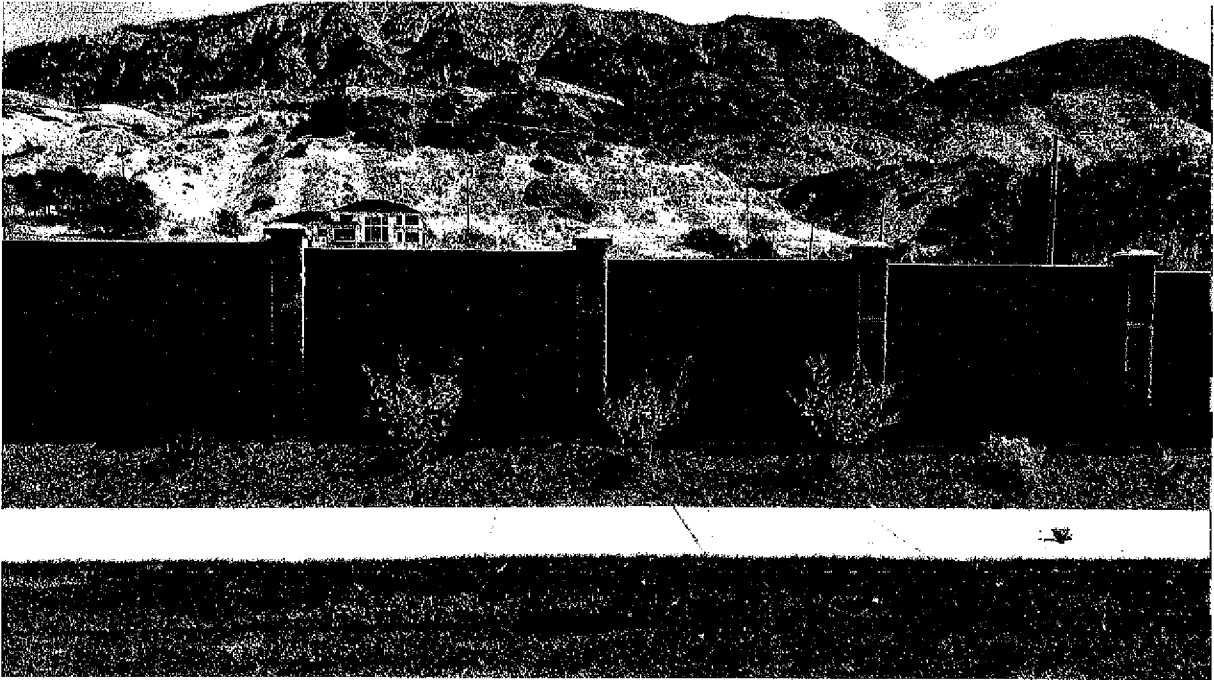
Advantage Management
 Attention: Jason Sucher
 460 East 800 North
 Orem, UT 84097
jason@amres.co
 801-235-7368

The Initial Architectural Review Fee shall be the sum of \$250.00, such sum is due and payable at the same time that the lot owner submits its plans and specifications (including a color palette) to the Committee. Fees for follow-up review shall be \$100.00, which sum is due and payable when additional plans are submitted for review. The foregoing fees may be changed from time to time by the Declarant, in its sole discretion.

**EXHIBIT A TO ARCHITECTURAL GUIDELINES
GREENWOOD CREEK DEVELOPMENT**

Rock Wall Style Requirement

The rock walls placed in the Greenwood Creek Development shall be in the following style:



**EXHIBIT B TO ARCHITECTURAL GUIDELINES
GREENWOOD CREEK DEVELOPMENT**

Wrought Iron Style Requirement

All wrought iron placed in the Greenwood Creek Development shall be in the following style:



Exhibit "A"

ALL of Plat A & B Lots 1-41, according to the official plat thereof on file and of record in the office of the Utah County Recorder, State of Utah