

**DECLARATION OF PROTECTIVE EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS**

(Including Owner Association Bylaws)

PAGE PLACE P.U.D

Planned Unit Development
Provo, Utah County, Utah

This Declaration of protective Covenants, Conditions and Restriction (the "Declaration") is made this 20 day of December 2007, by **Cherie M. Page Properties, L.C.** a Utah Limited Liability Company ("Declarant") in its capacity as the owner.

ARTICLE I

PURPOSE AND EFFECTUATION

- 1.01 **Purpose.** The purpose of the instrument is to provide for the preservation of the values of Common Areas within Page Place, a planned unit development in Provo, Utah, (the "Development"), and for the maintenance of the interior road, driveways, sidewalks, parking, amenities, open spaces, landscaping, trees and all other Common Areas therein.
- 1.02 **Effectiveness.** From and after the effective date hereof: (a) Each part of the Development and each building lying within the boundaries of the Development shall constitute but constituent parts of a single planned building development; (b) The Declaration for the Development shall consist of the document as the same may be modified, amended, supplemented, or expanded in accordance with the provision hereof; and (c) The initial Plat of the Development shall consist of the instrument identified as **Page Place P.U.D.**, Utah, and thereafter recorded concurrently herewith in the Public Records as the same may thereafter be amended. Hereto is attached Exhibit A consisting of the Plat of the Development identified as **Page Place P.U.D.**

ARTICLE II

DEFINITIONS

When used in this Declaration each of the following terms shall have the meaning indicated:

- 2.01 **Articles** shall mean and refer to the Articles of Incorporation of the Association, which are of shall be filed in the Office of the Division of Corporations and Commercial Code, State of Utah, as amended for time to time.
- 2.02 **Assessment** shall mean the charge which is to be levied and assessed against each Owner and Building for Association expenses as set forth
- 2.03 **Association** shall mean the owners of the three buildings.

- 2.04 **Building** shall mean a structure which is designed, constructed and intended for use of occupancy as a single family residence or multi-unit residence on a Lot, together with all improvements located on the same Lot and used in conjunction with such residence, including anything located within or without said Building (but designated and designed to serve only that building such as patios, decks, appliances, electrical receptacles and outlets, and evaporative coolers.
- 2.05 **Bylaws** shall mean and refer to the Bylaws of the Association as set forth and embodied in the Declaration.
- 2.06 **Common Areas** shall mean all the portions of the Development except the buildings and shall include all property to be owned by the Association for the common use and enjoyment of the Owners such as all private undedicated roadways, driveways, parking, amenities, open spaces, landscaping, structural common areas, if any, and the like, together with all easements appurtenant thereto, as may be reflected herein or on the Plat.
- 2.07 **Limited Common Areas** shall mean any Common Areas designated herein or on the Plat for exclusive use by an Owner or group of Owners. Limited Common Areas that may be identified on the Plat with the same number or other designation by which a Building is identified thereon shall be Limited Common Area for the exclusive use of the Owner of the Building bearing the same number or designation.
- 2.08 **Public Records** shall mean the Office of the Utah County Recorder, Provo, Utah.

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 the Declaration consists of the following described real property in the Provo City, Utah County, State of Utah:

BUILDING 1 (567 East 400 North - 2 units) Area= 1,115 Sq. Ft.

All of building 1, Plat "A", Page Place, PUD Subdivision according to the official plat of record on file at the Utah County Recorder's Office.

BUILDING 2 (545 East 400 North - 2 units) Area= 1,238 Sq. Ft.

All of building 2, Plat "A", Page Place PUD Subdivision according to the official plat of record on file at the Utah County Recorder's Office.

BUILDING 3 (561 East 400 North - 4 units) Area=1.664 Sq Ft.

All of building 3, Plat "A", Page Place PUD Subdivision according to the official plat of record on file at the Utah County Recorder's Office.

ARTICLE IV

DUTIES AND OBLIGATIONS OF OWNERS

4.01 **Maintenance and Repairs.** Each owner shall at his own cost maintain his Building and any improvements constructed thereon in good condition and repair at all times, including Building exteriors, roofs, patio, fences, and landscaping. In the event of the damage or destruction of any Building the Owner of the Building on which such Building is situated shall either rebuild the same within a reasonable time or shall raze the remains in the Development. The painting or repainting, remodeling, rebuilding or modification of any Building exteriors or parts thereof is the responsibility solely of the owner. Each owner has an affirmative duty to do everything possible to keep such Building in good repair at all times. No Owner shall be openly or wantonly negligent in performing such a duty.

Each Building owner will be responsible for any and all maintenance and repairs of the Limited Common Areas associated with his Building.

Easement and Parking Area. Each owner will be responsible to help maintain all Common Areas, easement and parking areas in a clean and orderly manner by cleaning up litter, debris, garbage, leaves, and other trash.

ARTICLE V

PROPERTY RIGHT AND CONVEYANCES

5.01 **Easement Concerning Common Areas.** Each building shall have appurtenant thereto a nonexclusive right and easement of use and enjoyment in and to the Common Areas for their intended purposes. Such right and easement shall be appurtenant to and shall pass with title and shall in no event be separated there from.

5.02 **Common Area Parking.** The common area has 22 approved parking spaces.

Building 567 E. 400 N has use of a total of 2 parking spaces from the allotted 22 parking spaces including the space in front of the garage.

Building 545 E. 400 N has use of a total of 6 parking spaces from the allotted 22 parking spaces.

Building 561 E. 400 N has use of a total of 14 parking spaces from the allotted 22 parking spaces plus use of the one shared parking space with the Marin Apartments located north of the Building.

No parking of vehicles of any kind within the Development shall be permitted except as designated by the owners of the Buildings.

5.03 **Garage and Garage Parking Space.** Building 567 E. 400 N. has exclusive right of use of garage and parking space in front of garage. Unit 567 E. 400 N. has full responsibility for any and all interior and exterior maintenance of the garage.

5.04 **Cost of Repairs and Maintenance.** The cost of repairs and maintenance of easement, parking lot, parking spaces, repaving, curbs, garbage removal, snow removal, fencing, lighting and any and all maintenance and up keeps will be assessed based on the allotted number of parking spaces according to the following:

545 E. 400 N. will pay 27.3% of the incurred costs.

561 E. 400 N. will pay 63.6% of the incurred costs.

567 E. 400 N. will pay 9.1% of the incurred costs.

ARTICLE VI

BYLAWS

6.01 **Responsibilities of Each Building Owner.** Each owner is fully responsible for his own:

- A. Taxes.
- B. Insurance and liability.
- C. Utilities.
- D. Any and all repairs and maintenance of his Building.
- E. Landscaping as follows:

Owner of 545 E. 400 N. is exclusively responsible for all borders and areas immediately surrounding the Building and the front lawn and curbside lawn in these Limited Common Areas.

Owner of 561 E. 400 N. is exclusively responsible for all borders and areas immediately surrounding the Building, the back lawn on the east side of the Building, and the border northeast of the Building along the parking area in these Limited Common Areas.

Owner of 567 E. 400 N. is exclusively responsible for all borders and areas immediately surrounding the Building, the front lawn and curbside lawn, and area between the building and the garage in these Limited Common Areas.

6.02 **Property Owner Association.** All property owners are members of the Property Owners Association.

6.03 **Property Owner Association Rules and Regulations.** The Property Owner Association members will meet from time to time, subject to and not inconsistent with the provisions of the Declaration or the Bylaws, may adopt, amend, repeal, and enforce reasonable Rules and Regulations governing, among other things; (a) the use of the Common Areas; (b) the use of any streets, driveways or parking areas owned by the Association; (c) the collection and disposal of refuse; (d) uses and nuisances pertaining to the Development; and (e) all other matters concerning the use and enjoyment of the Property and the conduct of Owners and their invitees within the Development.

6.04 **Limitation of Liability.** No Property Owner Association member acting in good faith shall be personally liable to any owner, guest, lessee or any other person for any error or omission for the Association, its representatives and employees, the board, any committee of the Board, or the Management Agent.

6.05 **Limitation on Easement.** Each building appurtenant right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

The right of the Association to govern by reasonable Rules and Regulations the use of the Common Areas so as to provide for the enjoyment of the Common Areas in a manner consistent with the collective right of all of the owners.

6.06 **Utility Easements.** Each building is subject to appurtenant easements for undergoing lines for utility purpose under and through such portions of the Common Areas as are comprised of roads, walkways and landscaped areas. If any Owner utilizes such easement rights with respect to his building he shall be responsible for the restoration to its former state of any portion of the Common Areas which may have been disturbed or damaged as a result.

6.07 **Building Owners Policies.** Each Building Owner shall be responsible to purchase and maintain in force appropriate hazard, content and liability insurance as such Owner shall determine what is appropriate.

6.08 **Modifications.** Any modifications in common area must be voted by majority of the owners of the Buildings.

6.09 **Duration/Termination.** This Declaration shall remain in effect until such time as there is recorded in the Public Records, following the approval of the applicable municipalities authorizing such termination, an instrument of termination with is executed both by 2/3 of the total votes of the Association.

6.10 **Effective Date.** This declaration, an amendment of supplement hereto, and any amendment or supplement to the Plat shall take effect upon its being filed for record in the Public Records.

EXECUTED by Declarant on the day and year first above written.

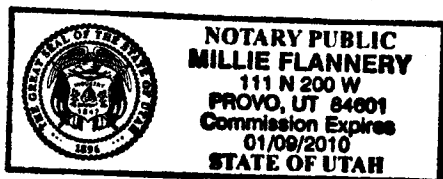
Cherie M. Page

Cherie M. Page, Manager

Cherie M. Page Properties, L.C.

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 20 DAY OF December 2007

Millie Flannery
NOTARY PUBLIC



SURVEYOR'S CERTIFICATE

I, MATTHEW B. JUDD, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6913 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT AT THE REQUEST OF THE OWNER OF THE BELOW-DESCRIBED LAND, I PERFORMED A SURVEY OF SAID LAND: THAT THE BOUNDARY DESCRIPTION BELOW CORRECTLY DESCRIBES THE LAND SURFACE UPON WHICH WILL BE CONSTRUCTED AS PLAT "A", PAGE PLACE, P.U.D. A PLANNED UNIT DEVELOPMENT PROJECT, AND THAT THE REFERENCE MARKERS SHOWN ON SAID PLAT ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR RE-ESTABLISH THIS SURVEY.

DATE 12-14-07

Matthew B. Judd
 (REGISTERED LAND SURVEYOR (SEE SEAL BELOW))

BOUNDARY DESCRIPTION

COMMENCING AT A POINT LOCATED EAST 148.49 FEET ALONG THE SOUTH BLOCK LINE OF BLOCK 21, PLAT "C", FROM THE SOUTHWEST CORNER OF BUILDING LOTS, THENCE AS FOLLOWS:

COURSE	DISTANCE	REMARKS
NORTH	133.42'	
EAST	49.50'	
NORTH	22.60'	
EAST	66.63'	
SOUTH	156.02'	
WEST	116.13'	TO THE POINT OF BEGINNING.
AREA = 0.3903 ACRES		

BASIS OF BEARING EAST ALONG THE SOUTH BLOCK LINE OF BLOCK 21, PLAT "C", PROVIDO CITY SURVEY OF BUILDING LOTS, ACCORDING TO THE OFFICIAL PLAT MAP ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE

OWNER'S CERTIFICATE AND DEDICATION

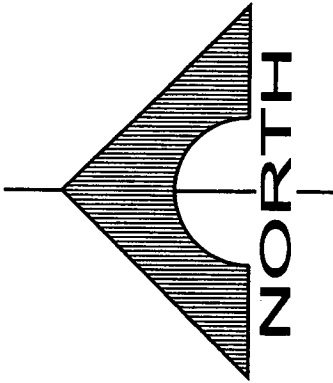
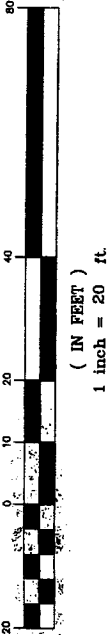
THE UNDERSIGNED OWNER ("OWNER," WITHOUT REGARD TO NUMBER OR GENDER) OF THE ABOVE-DESCRIBED LAND HEREBY CERTIFIES THAT: OWNER HAS CAUSED A SURVEY TO BE MADE OF SAID LAND AND THIS PLAT TO BE PREPARED FOR PLAT "A", PAGE PLACE, P.U.D. A PLANNED UNIT DEVELOPMENT PROJECT (THE "PROJECT"); OWNER HEREBY CONSENTS TO THE CONCURRENT RECORDATION OF THE PLAT AND DECLARATION AND HEREBY SUBMITS THE DESCRIBED LAND AND HEREBY DEDICATES ANY PUBLIC STREETS REFLECTED ON THE MAP FOR THE USE BY THE GENERAL PUBLIC AND DECLARES ALL OTHER DRIVEWAYS OR PRIVATE STREETS REFLECTED ON THE PLAT TO BE PRIVATE AND INTENDED FOR USE ONLY BY OWNERS WITHIN THE PROJECT, THEIR GUESTS AND INVITEES, AS REFLECTED IN THE PROVISIONS OF THE DECLARATION.

OWNER: *Cherie M. Page*
 CHERIE M. PAGE, OWNER CHERIE M. PAGE PROPERTIES L.C.

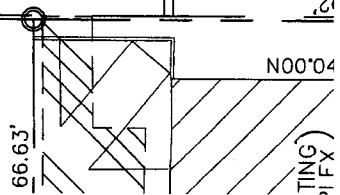
UTILITY DEDICATION

THE UNDERSIGNED OWNER HEREBY OFFERS AND CONVEYS TO ALL PUBLIC UTILITY AGENCIES, THEIR SUCCESSORS AND ASSIGNS A PERMANENT EASEMENT AND RIGHT OF WAY IN AND TO THOSE AREAS REFLECTED ON MAP AS "COMMON AREAS" (INCLUDING PRIVATE STREETS AND PRIVATE DRIVEWAYS) FOR THE CONSTRUCTION AND MAINTENANCE OF APPROPRIATE PUBLIC UTILITIES AND APPURTENANCES TOGETHER WITH THE RIGHT OF ACCESS

GRAPHIC SCALE



JOHN ANDREW ARMSTRONG
 CURRIN D. ARMSTRONG
 ENTRY # 91888-2002



FEET